SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ➢ UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE 1 OF 139

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	NNC14ZCH015J	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	**8/8/2014**	**N/A**

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
Richard W. Amiot NASA Glenn Research Center 21000 Brookpark Road Mail Stop 60-1 Cleveland, Ohio 44135		

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **5** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **See Section L.10** until **4:30 p.m.** EST, **on September 18, 2014, *(Vol. II and PPQs due September 11, 2014).***

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L,. Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. FINAL QUESTIONS for this RFP MUST BE RECIVED NO LATER THAN August 20, 2014 to receive an answer.

10. FOR INFORMATION CALL: ➢	A. NAME	B. TELEPHONE NO. *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Richard W. Amiot	**(216)**	**433-6836**	**N/A**	**Richard.W.Amiot@nasa.gov**

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by Offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days *(60 calendar days unless a different period is inserted by the Offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT ➢ *(See Section I, clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The Offeror acknowledges receipt of amendments to the SOLICITATION).* For Offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER ☐ SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: ➢ *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
Richard W. Amiot	*(Signature of Contracting Officer)*	

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 **Contract Structure**

This contract will consist of a Base and an Indefinite Delivery Indefinite Quantity (IDIQ) portion.

a.) Base - The Base work effort is defined as on-going, repetitive, routine technical activities as described generally in this statement of work (SOW). Base work will be defined in more specific detail in a work breakdown structure (WBS) provided to the Contractor as described in Section 3.1 of this SOW. This WBS (and the resulting approved Contract Management System (CMS) Work Plan) will constitute technical direction for all technical work. Specific technical direction for some technician tasks will be defined in work orders as described in Section 3.2 of this SOW.

b.) IDIQ - The IDIQ work effort is defined as non-recurring, distinct projects that support the work of this SOW but require unusual management, reporting or skills. The type of work activities included are at the contracting officer (CO) or contracting officer's representative (COR) discretion and may include projects with all or a combination of the following characteristics:

- Distinct, specific period of performance (well defined start and end dates)
- Purchase, modification, refurbishment, repair or upgrade of capital equipment
- Unique technical skills not presently in the Base
- Government's need for extra visibility into a requirement
- Separate funding and financial reporting
- Substantive dollar value

B.2 **Estimated Cost and Fee**

a.) The estimated cost of this contract is (see below) exclusive of the fixed fee of TBD. The total estimated cost and fixed fee is (see below). The Contract Line Item Numbers (CLINs) are estimated as follows:

Cost Summary

	Phase In Fixed Price	Base (17 Months)	Option 1 (24 Months)	Option 2 (24 Months)	Option 3 (24 Months)	Option 4 (24 Months)	Option 5 (7 Months)	Extension (6 Month Ext)	Total
Basic Estimated Costs	$	$	$	$	$	$	$	$	$
Fixed Fee	$	$	$	$	$	$	$	$	$
Total	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	$
								IDIQ Max*	$25,000,000
								Total Potential Contract Value	$

*See B.2(b)

TOTAL – Base Period

CLIN #	TYPE	Cost	Fixed Fee	TOTAL BASE PERIOD (17 Months)
1 Management/Admin	Cost+ Fixed Fee	$	$	$
2 Fabrication	Cost+ Fixed Fee	$	$	$
3 Technicians	Cost+ Fixed Fee	$	$	$
4 Engineering	Cost+ Fixed Fee	$	$	$
5 Plum Brook Station	Cost+ Fixed Fee	$	$	$
TOTAL		**$**	**$**	**$**

TOTAL - Option Periods

CLIN #	Type	Option 1 (24 mths) Cost	Option 1 (24 mths) Fee	Option 1 Total	Option 2 (24 mths) Cost	Option 2 (24 mths) Fee	Option 2 Total
1 Management/Admin	Cost+ Fixed Fee	$	$	$	$	$	$
2 Fabrication	Cost+ Fixed Fee	$	$	$	$	$	$
3 Technicians	Cost+ Fixed Fee	$	$	$	$	$	$
4 Engineering	Cost+ Fixed Fee	$	$	$	$	$	$
5 Plum Brook Station	Cost+ Fixed Fee	$	$	$	$	$	$
TOTAL		**$**	**$**	**$**	**$**	**$**	**$**

CLIN #	Type	Option 3 (24 mths) Cost	Option 3 (24 mths) Fee	Option 3 Total	Option 4 (24 mths) Cost	Option 4 (24 mths) Fee	Option 4 Total
1 Management/Admin	Cost+ Fixed Fee	$	$	$	$	$	$
2 Fabrication	Cost+ Fixed Fee	$	$	$	$	$	$
3 Technicians	Cost+ Fixed Fee	$	$	$	$	$	$
4 Engineering	Cost+ Fixed Fee	$	$	$	$	$	$
5 Plum Brook Station	Cost+ Fixed Fee	$	$	$	$	$	$
TOTAL		**$**	**$**	**$**	**$**	**$**	**$**

CLIN #	Type	Option 5 (7 mths) Cost	Option 5 (7 mths) Fee	Option 5 Total	*Option 6 (6 mths) Cost	*Option 6 (6 mths) Fee	*Option 6 Total
1 Management/Admin	Cost+ Fixed Fee	$	$	$	$	$	$
2 Fabrication	Cost+ Fixed Fee	$	$	$	$	$	$
3 Technicians	Cost+ Fixed Fee	$	$	$	$	$	$
4 Engineering	Cost+ Fixed Fee	$	$	$	$	$	$
5 Plum Brook Station	Cost+ Fixed Fee	$	$	$	$	$	$
TOTAL		**$**	**$**	**$**	**$**	**$**	**$**

***FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

b) Indefinite Delivery, Indefinite Quantity (IDIQ):

Pursuant to the Federal Acquisition Regulation (FAR) part 16.5, CLIN 6 is defined as IDIQ. The contract provides for an indefinite quantity, within stated limits, of services to be performed during a fixed period. Performance of services under these CLINs shall be scheduled using task orders. The total minimum and maximum dollar value of services to be acquired under these tasks are set forth below:

CLIN 6 Minimum: The Government will issue cost+ fixed fee task orders under this contract which provide for a minimum of $0.00 for the base period +option periods of performance.

CLIN 6 Maximum: The Government will issue cost+ fixed fee task orders under this contract which shall not exceed a maximum of $25,000,000.00 for the base period +option periods of performance.

(End of clause)

B.3 **1852.232-81 Contract Funding. (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $[TBD on contract award]. This allotment is for [TBD on contract award] and covers the following estimated period of performance: [TBD on contract award].

(b) An additional amount of $[TBD on contract award] is obligated under this contract for payment of fee.

(End of clause)

B.4 **SCOPE OF WORK**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work: Test Facility Operations Maintenance and Engineering – II (TFOME-II) incorporated in Section J as Attachment A.

(End of clause)

(End of Section)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following SOW titled, Statement of Work: Test Facility Operations Maintenance and Engineering – II (TFOME-II). See Attachment A.

(End of text)

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause D.3 within this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

D.2 GRC 52.211-108 Packaging Instructions (SEP 2006)

All deliverables under this contract shall be packaged in accordance with: (1) best commercial practice that will afford protection against physical damage, degradation, and/or deterioration during direct shipment and (2) the regulations of the carriers for the mode of transportation employed.

D.3 1852.211-70 Packaging, Handling, and Transportation.(SEP 2005)

D.4 1852.245-74 Identification and Marking of Government Equipment. (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below: grc-contracts@mail.nasa.gov

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) E.2, E.3 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

E.2 52.246-3 Inspection of Supplies - Cost-Reimbursement. (MAY 2001)

E.3 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

E.4 52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below:

American National Standard Quality Management Systems Requirements/International Organization for Standardization, (ANSI/ISO/ASQ Q) 9001:2008 standard

(End of clause)

E.5 52.246-15 Certificate of Conformance. (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on [*insert date*], the [*insert Contractor's name*] furnished the supplies or services called for by Contract No[] via [*Carrier*] on [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and

physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: []

Signature: []

Title: []

E.6 **1852.246-72 Material Inspection and Receiving Report. (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in two (2) copies, an original and one (1) copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

(End of Section)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) F.2 and F.3 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

F.2 52.242-15 Stop-Work Order. (AUG 1989)

F.3 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

F.4 PERIOD OF PERFORMANCE

The initial period of performance (not including any phase-in) shall be for a period of seventeen (17) months. The subsequent period, if any, shall be four (4) periods of twenty-four (24) months each and one period of 7 months exercised by the unilateral issuance of a contract modification by the Contracting Officer. If the Government requires performance of services after the initial contract period, notification to the contractor of such requirement shall be in accordance with the clause 52.217-9 entitled "Option to Extend the Term of the Contract" and F.6, Option to Extend. The maximum period shall normally not exceed 10 years.

	Contract Year	Fee	Mths	Period
Phase-In	Phase-In	FFP	2	60 days Prior to Full Performance Date
Base	Year 1-2	CPFF	17	May 1, 2015 – September 30, 2016
Option 1	Year 3-4	CPFF	24	October 1, 2016 – September 30, 2018
Option 2	Year 5-6	CPFF	24	October 1, 2018 – September 30, 2020
Option 3	Year 7-8	CPFF	24	October 1, 2020 – September 30, 2022
Option 4	Year 9-10	CPFF	24	October 1, 2022 – September 30, 2024
Option 5	Year 11	CPFF	7	October 1, 2024 - April 30, 2025
Extension	Year 12	CPFF	6	May 1, 2025 – October 31, 2025

Table – Contract Period of Performance

(End of clause)

F.5 PLACE OF PERFORMANCE - SERVICES

The effort required under this contract shall be primarily performed at the following locations:

NASA Glenn Research Center at Lewis Field
21000 Brookpark Road
Cleveland, OH 44135

NASA Glenn Research Center
Plum Brook Station

6100 Columbus Avenue
Sandusky, OH 44870

Performance may be required at other locations as needed by individual tasks.

(End of clause)

F.6 **OPTION TO EXTEND**

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option 1 – 24 mths
Option 2 – 24 mths
Option 3 – 24 mths
Option 4 – 24 mths
Option 5 – 7 mths

If at any time after the first five (5) years of the contract the contractor is certified as a large business under the contract's North American Industry Classification System (NAICS) code (541712 for 1000 employees), the government intends to recompete the contract. (See 52.219-28, Post-Award Small Business Program Rerepresentation) No further options will be exercised other than those necessary to maintain performance during the recompete.

(End of clause)

(End of Section)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) G.5 – G.12 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

G.2 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (GRC JUNE 2014)

(a) The Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov and be registered to use the DOD WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) or nssc-contactcenter@nasa.gov with any additional questions or comments.

(3) For interim cost voucher submission the vendor shall use the “Cost Voucher” document type in WAWF. In addition, the vendor shall change the contract type to “Non-DoD Contract (FAR)”.

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are *(extension fields will not be populated)*:

a. Paying Office Activity Address Code: 803112 (NSSC)
b. Admin Office Activity Address Code: 805536 (GRC)
c. Ship To Code: 805537 (GRC)
d. DCAA DoD Activity Address Code: Contractor shall access the WAWF system and utilize the “Lookup” drop-down menu to determine the appropriate Activity Address Code for their cognizant DCAA office. Cognizant DCAA offices may be identified via http://www.dcaa.mil/conus.html
e. Service Approver DoDAAC: 805536

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system:

GRC-EINVOICES@NASA.GOV

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034.

(1) Each SF 1034 shall be submitted electronically to the following address for payment:
E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 3952
Fax Number: 1-866-209-5415

(2) A concurrent copy of the fee voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(c) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

(d) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 **GRC 52.232-106 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT – TASK OR DELIVERY ORDER CONTRACT (GRC 52.232-106) (JUNE 2014)**

A. All vouchers or invoices shall include a reference to the number of this contract.

B. Invoices for Fixed-Price Task or Delivery Orders (as applicable)

1. If the contractor is authorized to submit requests for progress payments:

a. Each request (Standard Form 1443) shall include the costs for all active orders, and shall include a schedule that separately identifies the costs applicable to each order.

b. These requests shall be submitted to the Contracting Officer's office, which is the designated billing office for progress payments for purposes of the Prompt Payment clause of this contract

2. If the contractor is not authorized to submit requests for progress payments:

a. To the greatest extent possible , invoices shall include the prices for multiple, completed orders, and shall include a schedule that separately identifies each order.

b. These invoices shall be submitted to:

NASA Shared Services Center
Financial Management Division – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

c. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

C. Vouchers for Cost Reimbursement, Time & Materials, or Labor-Hour Task or Delivery Orders (as applicable).

1. The Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

a. To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov and be registered to use the DOD WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this web site.

b. NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) or nssc-contactcenter@nasa.gov with any additional questions or comments.

c. For interim cost voucher submission the vendor shall use the “Cost Voucher” document type in WAWF. In addition, the vendor shall change the contract type to “Non-DoD Contract (FAR)”.

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are (extension fields will not be populated):

Paying Office Activity Address Code: 803112 (NSSC)
Admin Office Activity Address Code: 805536 (GRC)
Ship To Code: <<CO Fill-in. Insert code of Center receiving the product or service. List of codes is found at NSSC website specified in (a)(2) above. Commonly used: 805537 (GRC), 805538 (PBS)>>
DCAA DoD Activity Address Code: Contractor shall access the WAWF system and utilize the “Lookup” drop-down menu to determine the appropriate Activity Address Code for their cognizant DCAA office. Cognizant DCAA offices may be identified via http://www.dcaa.mil/conus.html
Service Approver DoDAAC: 805536

d. The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, and all relevant back-up documentation to support each payment request.

e. The Contractor shall enter the e-mail address identified below in the “Send Additional
Email Notifications” field of WAWF once a document is submitted in the system:

GRC-EINVOICES@NASA.GOV

2. Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034.

a. Each SF 1034 shall be submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 3952
Fax Number: 1-866-209-5415

b. A concurrent copy of the fee voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

3. The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

4. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.4 **GRC 52.242-96 NASA Contractor Financial Reporting – Supplemental Requirements (NOV 2012)**

(a) The following reporting requirements are associated with those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting. NPR 9501.2 may be accessed through the NODIS Library at http://nodis3.gsfc.nasa.gov/.

(1) Approved Contract Baseline

(i) Within thirty (30) working days after the contract effective date, the Contractor shall provide a summary page(s) to the Contracting Officer (CO) and Contracting Officer's Representative (COR), showing each reporting category as budgeted on a month-by-month basis for the duration of the work effort (Optional work efforts shall be separately summarized and Fiscal Years shall be subtotaled).

(ii) The corresponding monthly amounts on this summary shall be the amounts appearing in the "Planned" columns (7b and 7d) of each month's NF 533 as reported during the duration of the work effort.

(iii) The following cost categories are required to appear in the "Contract Value" column (9b) of the NF 533. No amounts shall accrue against any cost category not listed herein, unless authorized in writing by the CO (Email is sufficient). Variations in format or organization are authorized, as long as they conform to the contract reporting requirements.

Direct Labor Hours _____

Direct Labor Dollars	_____
Labor Overhead/Fringe Dollars	_____
Material Dollars	_____
Material Overhead Dollars	_____
Other Direct Cost Dollars	
- Travel	_____
- Freight	_____
- Equipment	_____
- Training	_____
Subcontract Dollars	_____
Other Indirect Dollars	_____
G&A Dollars	_____
COM Dollars	_____
Fee Dollars	_____
Total Cost Plus Fee	_____

(iv) In the event of a revision to the work effort, the Contractor shall provide a revised month-by-month summary within 15 working days after the revision is approved.

(2) Monthly and Quarterly NF 533 Reports

(i) The Contractor shall submit the following financial reports:

(A) NF 533M (Monthly Contractor Financial Management Report)

(B) NF 533Q (Quarterly Contractor Financial Management Report)

(ii) Upon written request, the CO may authorize an alternative format that provides substantially the same level of detail as the required NF 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(iii) The report(s) shall be prepared in accordance with the instructions contained in contract clause 1852.242-73 and NPR 9501.2, and on the reverse of the forms. Additionally, any contract requirements identified as Capital Assets have special reporting requirements, which are specified in the “Capital Asset Acquisition” clause of this contract. Column 7b Cost Incurred/Hours Worked During Month Planned and 7d Cost Incurred/Hours Worked Cum. to Date Planned of the NF 533 M represent the negotiated baseline plan plus authorized changes for the contract. There may not be a direct relationship between the estimates provided in section 8 (Estimated Cost/Hours to Complete) of the NF 533 M and columns 7b and 7d. Columns 7b and 7d represent the negotiated baseline plan plus authorized changes, unlike the estimates provided in columns

8a, 8b, and 8c. Data in section 8 should not be simply a restatement of the baseline values.

(iv) The cost categories for the monthly and quarterly reports are the same as those specified in paragraph (a)(1)(iii) above.

(v) The Contractor shall provide a narrative explanation for any variance listed in the table below that exceeds the listed threshold. The explanation shall be provided as a footnote on the NF 533 report page, or included in a variance explanation table attached to the NF 533 report, and shall be detailed by cost category. The explanation shall include the cause of the variance, its impact on contract completion within the estimated cost, and the corrective action taken or proposed to be taken by the Contractor.

VARIANCE REPORTING REQUIREMENTS

Title of Variance	Definition	Threshold +/-
Actual vs. Estimated Cost	Any variance at the total contract level between a previous estimated month-specific expenditure and the actual expenditure reported for the same month. For example: The March 533M reported an estimated total contract expenditure for April of $100K, and subsequent April 533M reported actual total contract costs of $88K, which is a variance of 12%	10%
Actual vs. Planned to Date	Any variance at the total contact level between the planned cost to date and the actual cost to date	The lesser of 10% or $100K
Contractor Final Estimate vs. Contract Value	Any variance at the total contract level between the contractor's current final cost estimate and the current contract value.	The lesser of 5% or $100K

(vi) IF THIS IS A TASK ORDER CONTRACT:

(A) The Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and monthly reports showing cost detailed by the individual cost categories identified in paragraph (a)(1)(iii) above, for each active Task Order and for the total contract effort.

(B) If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

(vii) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2. All reports shall include the signature of the Contractor party responsible for the information on the reports.

(viii) Reports shall be submitted electronically and/or in hardcopy format, in the number of copies, and to the individuals/areas indicated below:

Individual/Area	No. of Copies E = Electronic H = Hard copy	Mail Stop	Email Address
CO			
COR			
Accounting and Financial Analysis Division (AFAD)			

(ix) Late, Inaccurate, or Incomplete Reports may result in the following penalties:

(A) Payment withheld until compliance is demonstrated,

(B) Negative Contractor Performance Assessment ratings, and/or

(C) Reduction in award fee.

(b) The following reporting requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting.

(1) Contractor Headcount Reports

(i) Each fiscal year quarter (December 31, March 31, June 30 and September 30), the contractor shall prepare a report that shows, for each reporting category that includes labor costs, the total onboard headcount (including WYEs) by labor category. Program management staff shall be listed separately. The headcount is total staffing including recurring subcontract support included as direct labor in the NF533.

(ii) The report shall be prepared in the sample format provided in Attachment ___ , Contractor Headcount Report, to this contract.

(iii) The report shall be submitted electronically to the CO no later than fifteen (15) work days after the close of the fiscal year quarter end date.

(2) Contractor Accounting Calendar

(i) The contractor shall prepare an accounting calendar for the life of the contract (base period plus all option periods) .
(ii) The accounting calendar shall include the data categories shown in Attachment ___, Sample Contractor Accounting Calendar, to this contract.

(iii) The accounting calendar shall be submitted electronically to the CO within fifteen (15) working days after the contract effective date.

G.5 **GRC 52.245-99 Capital Asset Acquisition – Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts (SEP 2009)**

A. When any task/delivery order issued under this contract includes a requirement for capital

assets* the contracting officer will identify those items as such and create separate line items for them on the task/delivery order.

*A capital asset is an item: 1) With a total acquisition cost of $100,000 or more, 2) With a useful life of 2 years or more, 3) Not intended for sale in the contractor's ordinary course of operations, 4) Acquired and/or fabricated by the contractor and to which NASA will or intends to take title, and 5) With an alternative future use (not research and development related). (Note: Items and/or services with values less than $100,000 that contribute to the acquisition or increased value of a capital asset (e.g. surveys for real property or components for capital equipment) are also subject to capitalization rules. Generally, NASA will inform the contractor if such items and/or services are classified as capital assets.)

B. During contract performance, if the contractor determines a need to acquire or fabricate an item that may meet the criteria for capital asset, the contractor shall submit a written request for approval to the contracting officer. Based on internal review, if the item is determined necessary for contract performance and determined to be a capital asset, the contracting officer will either: 1) Issue a new task/delivery order for the capital asset, or 2) Modify an appropriate existing task/delivery order to add a separate line item for the capital asset.

C. If NASA Contractor Financial Management Reports (NASA Form (NF) 533's) are required under this contract, the contractor shall report all costs incurred against each identified capital asset on its own report page on the NF 533's.

D. The costs incurred for each item designated as a capital asset shall be identified separately on any invoice, voucher, or other authorized payment request submitted by the contractor under this contract.

(End of clause)

G.6 **1852.216-75 Payment of Fixed Fee. (DEC 1988)**

G.7 **1852.223-71 Frequency Authorization. DEC 1988)**

G.8 **1852.242-70 Technical Direction. (SEP 1993)**

G.9 **1852.242-71 Travel Outside of the United States. (DEC 1988)**

G.10 **1852.245-70 Contractor requests for Government-provided equipment. (JAN 2011)**

G.11 **1852.245-75 Property management changes. (JAN 2011)**

G.12 **1852.245-78 Physical inventory of capital personal property. (JAN 2011)**

G.13 **1852.245-79 Records and disposition reports for Government property with potential historic or significant real value. (JAN 2011)**

G.14 **1852.242-73 NASA Contractor Financial Management Reporting. (NOV 2004)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA

approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.15 **1852.245-71 Installation-accountable Government property. (JAN 2011) Alternate I (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

See NASA Procedural Requirements (NPR) 4200.1, "NASA Equipment Management Procedural Requirements", NPR 4200.2, "NASA Equipment Management User's Guide for Property Custodians", NPR 4300.1, "NASA Personal Property Disposal", and NPR 4310.4, "Identification and Disposition of NASA Artifacts", for applicable user responsibilities.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment P.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: none.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.16 **1852.245-82 Occupancy Management Requirements. (JAN 2011)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.17 **1852.245-83 Real Property Management Requirements. (JAN 2011)**

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245-1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) H.4 – H.9 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

H.2 GRC 52.204-96 PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES (AUG 2006)

"PIV Card Issuance Procedures", posted on the World Wide Web at http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc, are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors," dated January 18, 2006.

H.3 GRC 52.237-91 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (MARCH 2014)

(a) BADGES AND PASSES

(i) Badge and Pass Issuance

Support Service Contractor personnel having a need to enter areas of the Glenn Research Center Lewis Field or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the Badge Control Office or Visitor Control Office located at the Main Gate of either Lewis Field or Plum Brook Station.

(1) Permanent Badge (Personal Identify Verification (PIV) Credential) Requirements

a. It is recommended that the contractor complete the new employee hiring process at least 10 work days prior to the employee's start date.
b. Upon the selection of a new employee, the contractor's Human Resource (HR) representative shall create an identity in the Identity and Access Management Tool (IdMAX).
c. The contractor's HR representative shall also complete NASA Form 1760, Position Risk Designation for Non-NASA Employee and GRC 1760, Position Risk Designation Cover sheet. Once completed, both forms shall be signed by the NASA COTR and sent to the Office of Protective Services POC for Non-Government Investigations.
d. At the time of the Center visit or the Entry-on-Duty appointment, the new employee shall complete the Enroll for PIV credential process at the Main Gate Badge Control Office.
e. During this activity the new employee shall provide verification of their identity by providing two forms of I-9 documentation and fingerprints.

f. Upon Entry-on-Duty, the employee shall be issued a temporary credential (badge) for access to the Center until a Permanent Credential (badge) is created.

Please reference the GRC Office of Protective Services web site for the Permanent Support Service Contractor (SSC) New Hire Identity Creation Process (https://security.grc.nasa.gov/im_ssc_new_hire.cfm), and for additional information.

(2) Temporary Pass Requirements

• Short Term Visitors (1-29 days) shall receive a Visitor Pass. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/form_visit_information.cfm) to complete the on-line visitor request form.

• NASA GRC Service and Vendor Personnel shall receive a Service / Vendor Personnel Pass which will allow only physical access to NASA GRC. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/crm_grc_serv_vend_pers.cfm) for complete information.

The contractor shall ensure that, for badging purposes, each contractor employee is in possession of GRC 9975 (Construction Contractor Registration & ID Badge), prior to reporting to work. Contractor employees not in possession of the above mentioned form will be delayed at the gate until the contractor supervisor/foreman or that individual's representative reports to the Main Gate with the appropriate paperwork for badging

• Temporary workers are defined as those employees that are on Center for more than 29 days and less than 180 days. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/crm_temporary_worker.cfm) for complete information.

All lost or stolen badges or passes shall be reported immediately to the GRC Office of Protective Services.

(ii) Employee Separation

(1) When an employee terminates and/or resigns employment, the contractor shall issue to the employee GRC 10087, Non-NASA Separation Clearance Record. The contractor shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their Government issued I.D. badge. The contractor is also required to send a notice to the Grc-Ssc-Separations@Lists.Nasa.Gov within 1 day of employees' separation.

(2) The contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(3) The contractor's on-site manager shall comply with the Badge and Property Regulations a copy of which will be given to the contractor's supervisors at the time of the Construction Site Showing.

(4) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the contractor. Final clearance of a contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(b) PERSONNEL LOCATION AND IDENTIFICATION

The contractor shall:

(1) Ensure that office space occupied by its personnel is clearly labeled with the name of the company.

(2) Ensure, to the extent practicable, that external correspondence signed by its personnel is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.

(3) Ensure that its onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting is used.

(4) When participating in meetings with Government and/or other contractor personnel, ensure that its personnel properly identify themselves as contractor employees so that their actions will not be construed as acts of Government officials.

(c) EMERGENCY PREPAREDNESS

(1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system.

(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Representative (COR) (rather than dialing "911").

(3) In the event of any accident investigation activity, the contactor shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(4) The contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The contractor is encouraged to include in this guidance pre-established instructions, when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(d) TRAFFIC

The contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of the NASA Glenn Research Center Safety Manual (GLM-QSA-1700.1), Chapter 19, Vehicle & Pedestrian Safety, incorporated herein by reference and made a part hereof.

(e) PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

(f) SECURITY INCIDENTS

Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the GRC Office of Protective Services.

(g) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the guards at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the Glenn/Plum Brook COR, who will make the request to the Main Gate Officer (PABX 3-2204 at Glenn and 3-3221 at Plum Brook). After-hour clearances, as approved by the COR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays. This procedure ONLY applies to temporary contractors who are on-site at Glenn for 1 - 179 days within 365 day timeframe and are issued temporary badges(non-smartcard credentials) NOTE: Per Plum Brook management ALL Plum Brook Station employees are required to follow the after-hour access procedures.

(h) GOVERNMENT PROPERTY ACCOUNTABILITY

(1) Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from GRC and Plum Brook Station without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials from GRC requires written approval from the NASA COR or authorized representative. The appropriate documentation must be completed and signed by the COR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security control point upon departure. Each vehicle is then subject to inspection prior to departure from the Center to check the contents of the respective vehicle against the information listed on the documentation authorizing removal of the property.

(2) In addition to the above, Municipal Waste, Recyclables, and Hazardous Materials must also be properly disposed of utilizing the appropriate containers and collection points for each type of scrap and residual material. Failure to adhere to the proper disposal of these materials or unauthorized use of municipal waste or recycling containers may result in the denial of Center access and possible civil or criminal prosecution for the offender.

(3) Property movement and disposal shall be coordinated through the Logistic and Technical Information Division's (LTID) Supply and Equipment Management

Officer/Property Disposal Officer in accordance with the requirements in NASA Policy Document (NPD) 4200.1, Equipment Management, NPD 4300.1, NASA Personal Property Disposal Policy, NPR 4200.1, NASA Equipment Management Procedural Requirements, and NPR 4300.1, NASA Personal Property Disposal.

(4) Questions concerning the proper removal and disposal of property, scrap, waste or other residual job materials should be forwarded to the NASA COR, or the GRC Supply and Equipment Management Officer (SEMO).

(End of Clause)

H.4 **1852.223-70 Safety and Health. (APR 2002)**

H.5 **1852.223-75 Major Breach of Safety or Security. (FEB 2002)**

H.6 **1852.223-76 Federal Automotive Statistical Tool Reporting. (JUL 2003)**

H.7 **1852.228-71 Aircraft Flight Risks. (DEC 1988)**

H.8 **1852.228-76 Cross-waiver of liability for international space station activities. (OCT 2012)**

H.9 **1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station. (OCT 2012)**

H.10 **1852.209-71 Limitation of Future Contracting. (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this conflict is described below:

The NASA-GRC Aerospace facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, private Aerospace manufacturers conduct tests in these facilities. The contractor operating and maintaining these facilities will be responsible for all or major aspects of test operation from inception through post-test documentation of test articles that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. Access by the operations/maintenance Contractor to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.11 **1852.216-80 Task Ordering Procedure. (OCT 1996)**

As it applies to IDIQ Task Order work activities as described in SOW sec 2.1.2:

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No IDIQ costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within [ ] calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.12 **1852.225-70 Export Licenses. (FEB 2000) -- Alternate I (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [*insert name of NASA installation*], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b) (3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.13 **1852.235-71 Key Personnel and Facilities. (MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

- Personnel listed in the proposal as Key Personnel

(End of clause)

H.14 **1852.242-72 Observance of Legal Holidays. (AUG 1992) -- Alternate I (SEP 1989) -- Alternate II (OCT 2000)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph

(e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.15 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.16 IDENTIFICATION OF LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE

The data required to be provided under this contract includes data that the Contractor may deliver with limited rights or restricted rights in accordance with Alternate II (paragraph (g)(2)) and/or Alternate III (paragraph (g)(3)(i)), to the Rights in Data-General clause of this contract. The deliverable data to which these Alternate(s) apply are as follows:

[*List the deliverable data*]-TBD upon contract award.

All other data required to be delivered under this contract are not subject to Alternates II and III of the Rights in Data-General clause.

(End of clause)

H.17 Contract Value Adjustments

A. If during the performance of this Contract additional in-scope work is required to meet increased overall need, the Contracting Officer may unilaterally increase the total contract value (Cost and Fee) by up to 20% without modification to the contract fee percentage. This decision is entirely within the discretion of the Government.

B. If during the performance of this Contract less in-scope work is required to meet decreased overall need and the total contract costs are 5% or greater below the estimate costs of the contract as reflected in B.2, both parties hereby agree to enter into negotiations to accordingly adjust contract and fee values commensurate with reductions in the contract costs without modification to the contract fee percentage.

(End of clause)

H.18 **GRC 52.218-90 Emergency Preparedness and Response (September 2007)**

(a) The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies.

(b) Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met.

(c) If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)

H.19 **GRC 52.223-97 Recovered Material Reporting (June 2008)**

In addition to the requirements of FAR clause 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products, the Contractor shall submit an annual report, estimating the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content. The reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted by December 31. The report shall be submitted at the address listed at http://netsdata.grc.nasa.gov. Copies of the report shall also be provided to the Contracting Officer and the GRC Environmental Management Branch. A complete listing of all categories and products the EPA has designated as having to meet recycled/reclaimed percentages can be found at http://www.epa.gov/cpg/products.htm

(End of clause)

(End of Section)

SECTION I - CONTRACT CLAUSES

I.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) I.2 – I.10, I.12 – I.16, I.18 – I.28, I.30, I.33, I.35-I.52, I.54-I.59, I.62-I.69, I.72-I.82, I.84-I.96, I.99-I.102, I.104-I.110, I.112, I.136-I.144, I.146-I.148, I.150-I.151 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

I.2. 52.202-1 Definitions. (NOV 2013)

I.3. 52.203-3 Gratuities. (APR 1984)

I.4. 52.203-5 Covenant Against Contingent Fees. (APR 1984)

I.5. 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

I.6. 52.203-7 Anti-Kickback Procedures. (OCT 2010)

I.7. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

I.8. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

I.9. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

I.10. 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

I.11. 52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.dodig.mil/hotline/posters.cfm
Hotline # (800) 424-9098

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.12. 52.204-2 Security Requirements. (AUG 1996)

I.13. 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

I.14. 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

I.15. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

I.16. 52.204-13 System for Award Management Maintenance. (JUL 2013)

I.17. 52.204-14 Service Contract Reporting Requirements (Jan 2014)

(a) Definition.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR Subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

I.18. 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (JAN 2014)

(a) Definitions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR Subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

I.19. 52.207-3 Right of First Refusal of Employment. (MAY 2006)

I.20. 52.207-5 Option to Purchase Equipment. (FEB 1995)

I.21. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

I.22. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

I.23. 52.210-1 Market Research. (APR 2011)

I.24. 52.215-2 Audit and Records - Negotiation. (OCT 2010)

I.25. 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

I.26. 52.215-14 Integrity of Unit Prices. (OCT 2010)

I.27. 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

I.28. 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)

I.29. 52.215-23 Limitations on Pass-Through Charges. (OCT 2009) -- Alternate I (OCT 2009)

I.30. 52.216-7 Allowable Cost and Payment. (JUN 2013)

(a) *Invoicing*. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs*. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates*. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of

claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at *http://www.whitehouse.gov/omb/procurement_index_exec_comp/*.

(C) Identification of prime contracts under which the contractor performs

as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates*. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures*. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit*. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment*. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.31. 52.216-8 Fixed Fee. (JUN 2011)

I.32. 52.219-8 Utilization of small business concerns. (JUL 2013)

I.33. 52.219-14 Limitations on Subcontracting. (NOV 2011)

I.34. 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

I.35. 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [TBD upon contract award - * *Insert either 'zero' or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a) (1) through (a) (4) of the clause*.], or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g*., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I.36. 52.222-3 Convict Labor. (JUN 2003)

I.37. 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)

I.38. 52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

I.39. 52.222-20 Walsh-Healey Public Contracts Act. (OCT 2010)

I.40. 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

I.41. 52.222-26 Equal Opportunity. (MAR 2007)

I.42. 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

I.43. 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

I.44. 52.222-37 Employment Reports on Veterans. (SEP 2010)

I.45. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

I.46. 52.222-41 Service Contract Labor Standards (May 2014)

I.47. 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.48. 52.222-54 Employment Eligibility Verification. (AUG 2013)

I.49. 52.222-99 Establishing a Minimum Wage for Contractors (JUNE 2014) (DEVIATION)

I.50. 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

I.51. 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)

I.52. 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) -- Alternate I (MAY 2011) -- Alternate II (MAY 2011)

I.53. 52.223-6 Drug-Free Workplace. (MAY 2001)

I.54. 52.223-10 Waste Reduction Program. (MAY 2011)

I.55. 52.223-11 Ozone-Depleting Substances. (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.56. 52.223-12 Refrigeration Equipment and Air Conditioners. (MAY 1995)

I.57. 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)

I.58. 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (DEC 2007)

I.59. 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)

I.60. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

I.61. 52.223-19 Compliance with Environmental Management Systems. (MAY 2011)

I.62. GRC 52.223-98 Waste Reduction Reporting (June 2008)

In addition to the requirements of FAR clause 52.223-10, Waste Reduction Program, the

Contractor shall submit an annual report for all operations and facilities covered by this contract about its program to promote and implement cost effective waste reduction and affirmative procurement programs required by 42 U.S.C. 6962 for all products designated in EPA's Comprehensive Procurement Guideline (40 CFR Part 247). Both the FAR 23.404(b) and NPG 8830.01 require that Government purchases of EPA-designated items contain the specified amount of recovered materials unless a request for waiver or justification documentation has been processed. The reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted December 15. The report shall be submitted at the address listed at http://netsdata.grc.nasa.gov . Copies of the report shall also be provided to the Contracting Officer and the GRC Environmental Management Branch. The Contractor's programs shall comply with applicable Federal, State, and local requirements, NASA Environmental policy, and the NASA Glenn Research Center Environmental Program Manual, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247). A complete listing of all categories and products designated in EPA's Comprehensive Procurement Guideline can be found at http://www.epa.gov/cpg/products.htm

I.63. GRC 52.223-100 Safety and Health Plan – GRC Supplemental Requirements to 1852.223-73 (NOV 2013)

The Contractor's general safety and health plan description, as submitted with its proposal in accordance with solicitation requirements, is hereby incorporated by reference.
The Contractor shall submit a final, detailed, site-specific Safety and Health Plan to the Contracting Officer (CO) within 30 calendar days of contract award for concurrence by the GRC Safety, Health and Environmental Division (SHED), and approval by the CO.
If the contract is for services and/or operations, the final Safety and Health Plan shall be prepared in accordance with NASA Procedural Requirements (NPR) 8715.3 NASA General Safety Program Requirements, Appendix E.
If the contract is for construction, the final Safety and Health Plan shall be prepared in accordance with: 1) Chapter 17 of GLM-QS-1700.1, Glenn Research Center Safety Manual, and 2) the General Safety Specification 01 35 26.98.
If the contract statement of work or specification includes site-specific and/or unique safety and health plan requirements, they shall be addressed in the final Safety and Health Plan as well.
Upon approval, the final Safety and Health Plan will be incorporated as an Attachment to the contract via modification, and will replace the general safety and health plan description. Upon its incorporation, the Contractor shall comply with the requirements of the final Safety and Health Plan.

(End of Clause)

I.64. 52.224-1 Privacy Act Notification. (APR 1984)

I.65. 52.224-2 Privacy Act. (APR 1984)

I.66. 52.225-1 Buy American Act - Supplies. (FEB 2009)

I.67. 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

I.68. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)

I.69. 52.227-1 Authorization and Consent. (DEC 2007)

I.70. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

I.71. 52.227-3 Patent Indemnity. (APR 1984)

I.72. 52.227-5 Waiver of Indemnity. (APR 1984)

Any provision or clause of this contract to the contrary notwithstanding, the Government hereby authorizes and consents to the use and manufacture, solely in performing this contract, of any invention covered by the United States patents identified below and waives indemnification by the Contractor with respect to such patents:

[*Contracting Officer identify the patents by number or by other means if more appropriate.*]- TBD upon contract award.

(End of clause)

I.73. 52.227-11 Patent Rights-Ownership by the Contractor. (DEC 2007)

I.74. 52.227-14 Rights in Data-General. (DEC 2007)

I.75. 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

I.76. 52.230-2 Cost Accounting Standards. (MAY 2012)

I.77. 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

I.78. 52.232-9 Limitation on Withholding of Payments. (APR 1984)

I.79. 52.232-17 Interest. (OCT 2010)

I.80. 52.232-18 Availability of Funds. (APR 1984)

I.81. 52.232-22 Limitation of Funds. (APR 1984)

I.82. 52.232-23 Assignment of Claims. (JAN 1986)

I.83. 52.232-25 Prompt payment. (JUL 2013) - Alternate I (FEB 2002)

I.84. 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

I.85. 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

I.86. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

I.87. 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)

I.88. 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

I.89. 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

I.90. 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

I.91. 52.237-3 Continuity of Services. (JAN 1991)

I.92. 52.239-1 Privacy or Security Safeguards. (AUG 1996)

I.93. 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

I.94. 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

I.95. 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

I.96. 52.242-13 Bankruptcy. (JUL 1995)

I.97. 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate II (APR 1984)

I.98. 52.243-7 Notification of Changes. (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or

wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such

defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.99. 52.244-2 Subcontracts. (OCT 2010)

(a) *Definitions*. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

I.100. 52.244-5 Competition in Subcontracting. (DEC 1996)

I.101. 52.245-1 Government Property. (APR 2012)

I.102. 52.245-9 Use and Charges (APR 2012)

I.103. 52.246-25 Limitation of Liability - Services. (FEB 1997)

I.104. 52.247-1 Commercial Bill of Lading Notations. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.[]. This may be confirmed by contacting [*Name and address of the contract administration office listed in the contract*].

(End of clause)

I.105. 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)

I.106. 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

I.107. 52.249-14 Excusable Delays. (APR 1984)

I.108. 52.250-1 Indemnification Under Public Law 85-804. (APR 1984) - Alternate I (APR 1984)

I.109. 52.251-1 Government Supply Sources. (APR 2012)

I.110. 52.251-2 Interagency Fleet Management System Vehicles and Related Services. (JAN 1991)

I.111. 52.253-1 Computer Generated Forms. (JAN 1991)

I.112. 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

(a) Definitions. As used in this clause-

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that-

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet

determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are-

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee

(including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee-

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of

the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed $150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

I.113. 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

I.114. 52.208-8 Required Sources for Helium and Helium Usage Data. (APR 2014)

(a) *Definitions.*

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at *http://www.blm.gov/nm/st/en/fo/Amarillo_Field_Office.html*.

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) *Requirements*-(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) *Subcontracts*. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

I.115. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via *https://www.acquisition.gov*.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.116. 52.216-18 Ordering. (OCT 1995)

As it pertains to IDIQ work:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.117. 52.216-19 Order Limitations. (OCT 1995)

As it pertains to IDIQ work:

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $10,000,000;

(2) Any order for a combination of items in excess of $25,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e*., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within []days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.118. 52.216-22 Indefinite Quantity. (OCT 1995)

As it pertains to IDIQ work:

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after no later than one year after contract expiration.

(End of clause)

I.119. 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

I.120. 52.217-9 Option to Extend the Term of the Contract. (Mar 2000)
(See F.7, Option to Extend)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

I.121. 52.219-17 Section 8(a) Award. (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the [*TBD on contract award*] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA Glenn Research Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA Glenn Research Center.

(End of clause)

I.122. 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [*insert name of SBA's contractor-TBD upon contract award*] will notify the NASA Glenn Research Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.123. 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

(a) *Definitions*. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the

following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at *http://www.sba.gov/content/table-small-business-size-standards*.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Reprensentations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code [*insert NAICS Code*] assigned to contract number [*insert contract number*]. (*Contractor to sign and date and insert authorized signer's name and title)*.

(End of clause)

I.124. 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits

payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Aero/Mech. Engineer	WS 16/3
Electrical Engineer	WS 16/3
Chemical Engineer	WG 13/5
Software Engineer	WS 17/4
Associate Engineer	WS 16/3
Drafter	WG 11/5
Engineering Technician	WG 11/4
Research Mechanic	WG 11/4
Electrician	WG 11/4
Electronic Technician	WG 8/4
Machinist	WG 10/4
Millwright	WG 10/4
Maintenance Technician	WG 3/3
Janitor	WG 3/1

(End of clause)

I.125. 52.223-7 Notice of Radioactive Materials. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, [*30*] days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive

material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.126. 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)

(a) *Definitions*. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.127. 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)

Except for data contained on pages [TBD], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

(End of clause)

I.128. 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for

performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.129. 52.244-6 Subcontracts for Commercial Items. (DEC 2013)

(a) *Definitions.* As used in this clause-

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.130. 52.247-67 Submission of Transportation Documents for Audit. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

[*To be filled in by Contracting Officer*]

(End of clause)

I.131. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I.132. 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (NFS) (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.133. 1852.204-75 Security Classification Requirements. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment H.

(End of clause)

I.134. 1852.204-76 Security requirements for unclassified information technology resources. (JAN 2011)

I.135. 1852.215-84 Ombudsman. (NOV 2011) -- Alternate I (JUN 2000)

I.136. 1852.216-89 Assignment and Release Forms. (JUL 1997)

I.137. 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)

I.138. 1852.219-79 Mentor Requirements and Evaluation. (MAY 2009)

I.139. 1852.223-74 Drug-and alcohol-free workforce. (MAR 1996)

I.140. 1852.227-11 Patent Rights - Retention by the Contractor (Short Form).

I.141. 1852.227-14 Rights In Data - General.

I.142. 1852.228-75 Minimum Insurance Coverage. (OCT 1988)

I.143. 1852.237-70 Emergency Evacuation Procedures. (DEC 1988)

I.144. 1852.237-71 Pension Portability. (JAN 1997)

I.145. 1852.237-72 Access to Sensitive Information. (JUN 2005)

I.146. 1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need

access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.147. 1852.242-78 Emergency Medical Services and Evacuation. (APR 2001)

I.148. 1852.243-71 Shared Savings. (MAR 1997)

I.149. 1852.209-72 Composition of the Contractor. (DEC 1988)

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.

(End of clause)

I.150. 1852.219-76 NASA 8 Percent Goal. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher

education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.151. 1852.219-77 NASA Mentor-Protege Program. (MAY 2009)

(a) Prime contractors are encouraged to participate in the NASA Mentor-Protege Program for the purpose of providing developmental assistance to eligible protege entities to enhance their capabilities and increase their participation in NASA contracts.

(b) The Program consists of:

(1) Mentors, which are large businesses and prime contractors with at least one active and approved NASA subcontracting plan;

(2) Proteges, which are subcontractors to the prime contractor. Proteges must qualify as certified small disadvantaged business concerns, women-owned small business concerns, veteran-owned or service-disabled veteran-owned small business concerns, HUBZone small business concerns, Historically Black Colleges and Universities, minority institutions of higher education, meeting the qualifications defined in FAR Part 2, Definitions of Parts and Term, active NASA SBIR Phase II companies or nonprofit agencies employing people who are blind or severely disabled as defined in 41 CFR

Chapter 51.

(3) Mentor-protege agreements endorsed by the cognizant NASA centers and approved by the NASA Office of Small Business Programs (OSBP);

(4) In contracts with award fee incentives, potential for payment of an award fee for voluntary participation and successful performance in the Mentor-Protege Program, in accordance with NFS 1819.7208.

(c) Mentor participation in the Program, described in NFS 1819.72, means providing technical, managerial and financial assistance to aid proteges in developing requisite high-tech expertise and business systems to compete for and successfully perform NASA contracts and subcontracts.

(d) Contractors interested in participating in the program are encouraged to contact the NASA OSBP, Washington, DC 20546, (202) 358-2088, for further information.

(End of clause)

I.152. 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.153. 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUN 2003) (DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [insert name of SBA's contractor- TBD upon contract award] will notify the NASA Glenn Research Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.154. 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a signatory to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

_____
_____
_____
_____

[Insert name and address of cognizant SBA office] - TBD upon contract award
(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I.155. 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

I.156. GRC 52.237-92 Contractor Training, Qualifications, and Certification Records (APR 2011)

Performance of this contract may require specialized training, certifications, or qualifications of contractor personnel. Upon the request of the Government, the Contractor shall provide personnel training, certifications and/or qualifications records which detail individual's qualifications to perform the duties to which they are assigned.
Records shall include all training, certifications and qualifications completed by an individual while under the Contractor's employment. If this contract contains clause 52.237-3, Continuity of Services, these records are considered to be part of "necessary personnel records" and shall also be provided to any follow-on contractor upon request.

(End of Clause)

(End of Section)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment A: Statement of Work: Test Facility Operations Maintenance and Engineering – II (TFOME-II).
Attachment B: FTMD/PBS Organizational Details and Functions
Attachment C: Representative Special Certifications and Training
Attachment D: Sample Test Facility Maintenance Tasks
Attachment E: Sample CMS Work Breakdown Structure
Attachment F: Plum Brook Station Master Building List
Attachment G: Purchases
Attachment H: DD-254 Form
Attachment I: Past Performance Questionnaire
Attachment J: Wage Determination
Attachment K: Price Template
Attachment L: Labor CLIN Breakout
Attachment M: Incumbent Labor Demographics
Attachment N: ODC Breakout
Attachment O: CATO
Attachment P: Initial Government Furnished Property List
Attachment Q: LDE
Attachment R: CMS Overview
Attachment S: BMS Library Documents

(End of Clause)

(End of Section)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEPT 2007)**

K.2 **52.223-1 Biobased Product Certification (May 2012)**

K.3 **52.223-4 Recovered Material Certification (May 2008)**

K.4 **52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)**

K.5 **52.204-8 Annual Representations and Certifications. (JAN 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.
[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence

Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[] (i) 52.219-22, Small Disadvantaged Business Status.
[] (A) Basic.
[] (B) Alternate I.
[] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
[] (iii) 52.222-48, Exemption from Application of the Service Contract Act to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
[] (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
[] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
[] (vi) 52.227-6, Royalty Information.
[] (A) Basic.
[] (B) Alternate I.
[] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through *https://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]
Title[]
Date[]
Change[]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6 **52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation. (JUL 2009)**

(a) *Definition*. “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code*. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation*. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

K.7 **52.209-7 Information Regarding Responsibility Matters. (JUL 2013)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs

(c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via *https://www.acquisition.gov* (see 52.204-7).

(End of provision)

K.8 **52.227-15 Representation of Limited Rights Data and Restricted Computer Software.**

As prescribed in 27.409(c), insert the following provision:
Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)
(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—
[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:
_____
_____
(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.9 **52.230-1 Cost Accounting Standards Notices and Certification. (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and

subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
[] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

(End of provision)

K.10 **52.230-7 Proposal Disclosure--Cost Accounting Practice Changes. (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral

change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.11 **1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)**

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

K.12 **1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

(2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that

(1) It is [ ] is not [ ] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.13 **1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than $5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows--

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.14 **1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

(End of Section)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 **52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of provision)

L.2 **PROVISIONS INCORPORATED BY REFERENCE -- SECTION L**

Provision(s) L.3-L.11, and L.19 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

L.3 **52.204-7 System for Award Management. (JUL 2013)**

L.4 **52.215-16 Facilities Capital Cost of Money. (JUN 2003)**

L.5 **52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)**

L.6 **52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)**

L.7 **52.222-46 Evaluation of Compensation for Professional Employees. (FEB 1993)**

L.8 **52.232-38 Submission of Electronic Funds Transfer Information with Offer. (JUL 2013)**

L.9 **52.237-10 Identification of Uncompensated Overtime. (OCT 1997)**

L.10 **52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)**

(a) *Definitions*. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals*. (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals*. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is

"late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(*1*) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(*2*) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(*3*) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective

upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets)*; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award*. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.11 **52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010) ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data as requested in Cost Volume Instructions

L.12 **52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a Cost plus Fixed Fee contract resulting from this solicitation.

(End of provision)

L.13 **52.233-2 Service of Protest. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.14 **52.252-5 Authorized Deviations in Provisions. (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.15 **1852.227-84 Patent Rights Clauses. (DEC 1989)**

L.16 **1852.223-73 Safety and Health Plan. (NOV 2004)**

(a) The offeror shall submit a description of its general safety and occupational health plan as part of its proposal. The description shall include the basic policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the description shall address the basic policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The description shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.
(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This description will be included in any resulting contract.

(End of provision)

L.17 **1852.228-80 Insurance - Immunity From Tort Liability. (SEP 2000)**

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at FAR 52.228-7, Insurance - Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance - Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution. the clause at NFS 1852.228-82, Insurance - Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

L.18 **1852.231-71 Determination of Compensation Reasonableness. (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of $500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.19 **1852.233-70 Protests to NASA. (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration

of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.20 **1852.245-80 Government property management information. (JAN 2011) Alternate 1 (JAN 2011)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: [*Enter the appropriate information*]

(i) Existing available Government property listed in the provision at 1852.245–81 is provided ‘‘as-is’’. NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property’s suitability for use. The equitable adjustment provisions of the clause at 52.245–1, Government Property as included in this solicitation, are not applicable to this property. The offeror must obtain the Contracting Officer’s written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(End of provision)

L.21 **1852.245-81 List of Available Government Property. (JAN 2011)**

(a) The Government will make the Government property listed in ATTACHMENT P available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

L.22 **COMMUNICATIONS REGARDING THIS SOLICITATION**

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Richard W. Amiot

Email: Richard.W.Amiot@nasa.gov

Address: 21000 Brookpark Rd.
Cleveland, OH 44135

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments on the Final RFP should be submitted before 4:30pm on August 20, 2014 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.23 PROPOSAL PREPARATION – GENERAL INSTRUCTIONS

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal should be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Volume I	Mission Suitability	Original plus 5 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a spiral or three-ring binder
Volume II	Relevant Experience and Past Performance	Original plus 5 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a spiral or three-ring binder
Volume III	Cost/Price	Original plus 2 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a spiral or three-ring binder

***NOTE: ALL ELECTRONIC SUBMISSIONS SHALL BE IN ACCORDANCE TO PROVISION L.24 ELECTRONIC DATA SUBMISSION**

(2) Include a cover letter with the proposal, attaching the completed certifications and acknowledgments specified in Section K of the solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

L.1 The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
L.2 A statement that the proposal is firm for a period of not fewer than 180 days.
L.3 A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
L.4 A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
L.5 A completed Section B.2, “Estimated Cost, Award Fee, Fixed Fee and Award Terms,” with the proposed amounts inserted in the appropriate blank spaces.

(3) Address and forward the proposal package to:

NASA Glenn Research Center
Attn: Richard W. Amiot; M/S 60-1
21000 Brookpark Road
Cleveland, Ohio 44135

(4) Concurrent with the above submission, forward two (2) copies of the Cost/Price Proposal to the cognizant DCAA office marked “NASA Evaluation Material.”

(5) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. Subsequent revisions shall be similarly identified to show revision number and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a

glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

(i) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Volume I-Mission Suitability	85
Volume II- Relevant Experience and Past Performance	20
Volume III- Cost/Price Proposal	No Limit

TFOME-II Page Count Clarification

Volume I - Mission Suitability - **85 page Limit**

	Excluded	Reference
1	Title Pages, Table of Contents	L.23(5)iii
2	Cross-reference sheets, Tab indexing	L.23(5)
3	Resumes of Key Personnel	L.25(1)b
4	Letters of Commitment from Key Personnel	L.25(1)b
5	Glossaries	L.23(5)
6	Total Compensation Plan	L.18

Volume 2 - Relevant Experience and Past Performance - **20 page Limit**

	Excluded	Reference
1	Past Performance Questionnaires	L.26(d)
2	Previously completed past performance reports (e.g. CPAR/NASA Form 1680 or equivalent)	L.26(c)
3	Generic release letter and Written consent of proposed subcontractors	L.26(b)

Volume 3 - Cost/Price - **No page Limit**

(ii) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
(iii) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
(iv) If final revisions are requested, separate page limitations will be specified in the

Government's request for that submission.
(v) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(vi) Smaller than 10-point font type may be used in figures or charts within the written proposals, so long as the figure or chart does not consist primarily of text.

(6) All submitted CDs shall be identified with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, and (4) a list of the files contained on the disk. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(7) Proposals shall be submitted in a format that addresses all the evaluation factors. Information pertinent to the factors shall be included in their proposal volumes.

(8) BINDING AND LABELING: Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(9) All proposal volumes shall be submitted to the above address NO LATER THAN the date in Block 9 of the SF33.

(10)LATE SUBMISSION: Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors–Competitive."

(End of Provision)

L.24 **ELECTRONIC DATA SUBMISSION**

Offerors and their major subcontractors are required to submit their proposals in two (2) formats. The first is in a conventional hard copy bound format and the second is in a standardized 700 MB Compact Disk (CD) format. Please reference L.23 for the number of copies per format type. (*Offerors based on their sole discretion may use USB "Flash" Drives in lieu of CD-ROM Disks. Submitted USB flash drives will not be returned to the Offeror)*. In the event of a discrepancy between the electronic format and the hard copy, the hard copy will be considered the intended text. The disk submission must be compatible with the software and hardware specifications described below and must be labeled externally with the RFP number, Company Name, Date Prepared, and annotated "Source Selection Information – See FAR 3.104".

The Government intends to use PC compatible computers to aid in the evaluation of price proposals. The Government will use Microsoft Office Word 2010 and Microsoft Office Excel 2010 in its evaluation. For pictures, the Government prefers encapsulated Postscript (.eps) or embedded (copying and pasting any format of graphic into a document) MS Word 7.0 pictures. The following formats for pictures, drawings, figures, etc., are also acceptable: .cgm, .jpg, .wmf, .mpp, .dxf, or .bmp.

L.25 PREPARATION OF VOLUME I - MISSION SUITABILITY

Mission Suitability Proposal (Volume I). Offerors must clearly state how they will meet or exceed the requirements as they pertain to the Statement of Work (SOW) and other contractual requirements. Information must be precise, factual, detailed and complete. Offerors should not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented (or referenced) in the written proposal. The description of the proposed approach should be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach.

The proposal must specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks pursuant to NFS 1815.203-72, "Risk Management."

Subfactors are set forth in the index below.

INDEX OF MISSION SUITABILITY SUBFACTORS

1. Management Plan
   a. Organizational Structure and Management Approach
   b. Key Positions/Personnel
   c. Staffing Management/Skill Mix
   d. Procurements
   e. Phase-in

2. Technical Plan
   a. Technical Approach and Understanding of the SOW
   b. Safety, Health and Environmental Approach
   c. Sample Tasks

The following information includes lists that are provided to indicate the minimum content to be included in the proposal. The lists are not comprehensive.

1. Management Plan (Subfactor)

The Offeror shall provide a Management Plan along with identified risks and proposed mitigations. The Offeror's proposal shall contain the information requested below and be organized in a similar outline:

a. Organizational Structure and Management Approach
A description of the Offeror's planned organizational structure, management approach, management of subcontracts, and access to additional resources for accomplishing tasks as identified in the SOW, shall be submitted. This plan shall include, as a minimum:

(i) Organizational structure. The Offeror shall present and explain an

organizational structure that shows which entities/segments of the organization will perform the requirements under the contract and the relationships among entities/segments including any teaming arrangements. The Offeror shall identify and explain proposed interfaces between the Offeror and GRC organizations. The Offeror shall identify any potential impact of other contractual or organizational obligations on the work under this contract and propose mitigation strategies.

(ii) Management Approach. The Offeror shall describe the proposed management structure, functions, lines of authority, and reporting systems for the work to be performed under the SOW. This description shall include, but not be limited to:

a) The proposed management structure, functions, and lines of authority to effectively manage the contract work effort in a mixed government/ contractor team environment.

b) The policies, procedures, techniques, and reporting methods to effectively manage the contract work effort. Processes for resolving priority conflicts for resources and functions within the organization.

c) The Offeror's proposed organizational structure in relation to GRC's organizational structure.

d) Approach to delivering quality products and services that fully satisfy technical, cost and schedule requirements.

e) Approach to assessing and mitigating risks in a mixed team environment

f) Approach to respond to customer concerns and complaints regarding delivery of unsatisfactory products and services

g) Approach to scheduling, assigning, and tracking work activity from initiation to completion.

h) Approach to estimating, controlling and reporting costs (direct and indirect), preventing overruns and operating efficiently in performance of the contract requirements.

i) The incorporation of unique or innovative approaches to improve program operation and to provide cost savings to the government

(iii) Management of Subcontracts. If subcontracting or team (as defined in FAR 9.6) arrangements are proposed, provide the name(s) of the company(s) selected, the basis of the selection(s), the type of proposed subcontract(s) (i.e., FFP, CPFF, CPAF, CPIF), and a description of the operational and technical benefits of these arrangements to NASA as well as the proposed approach for managing these arrangements. It is assumed by the Government (unless Offerors state otherwise) that the performing organization has authority over its subcontractors. For major subcontracts, (A Major Subcontract is defined as a subcontract valued at or over $40,000,000.00 over the life of the contract) the Offeror shall address the following:

a) Functions of teaming arrangements in meeting the requirements of the SOW.

b) Percentage of work to be performed by the prime contractor any teaming partners, or major subcontractors

c) Interfaces to the Offeror's organizational structure.

d) Approach to cost controls for subcontract management.

(iv) Access to Additional Resources. The Offeror shall provide a description of accessible resources, beyond those that would be necessary for the contractor's GRC on-site staff, which could be drawn upon for such things as rapid staff build-up of other than key personnel and the provision of other necessary services, facilities and equipment. Also describe the procedure for getting access to these resources, the lead-time involved and the corporate commitment to providing these resources.

b. Key Positions/Personnel
The Offeror shall provide designated key positions and the rationale for designating them as such, key position descriptions, and the individuals selected to fill these positions as well as the rationale for their selection. The Offeror shall provide a resume for each individual selected to occupy a key position. Resumes shall include the education, past performance, summary of total experience, summary of experience in similar work (including similar types of government contracts), other applicable experience, and two (2) professional (work related) references for each key person. The Offeror shall demonstrate the degree of commitment of the individuals identified to fill key positions (as demonstrated, for example, by letters of intent and resumes, these letters/resumes shall not count against the page limit for this section.) as well as the Offeror's commitment to use the individuals proposed. State the percentage of time each key person will devote to this contact. In addition, the Offeror shall describe its ability to provide backup for all key personnel, and describe techniques and approaches to be used for replacement in the event of absences or vacancies.

c. Staffing Management / Skill mix
Due to the nature of this contract, and the fact that the performance required will be driven by work requirements of present and future programs, the Government has provided its estimates of the productive skill mix labor hours for each skill category, and a simplified position description for each skill category (See Provision L.26.3, Section3, Items m,n, and o).

(i) The Offeror shall provide an initial staffing plan, by skill category, along with rationale for proposed departures from current staffing levels provided by the Government.

(ii) The Offeror shall describe their proposed approach to adjusting the size of the workforce while maintaining an appropriate skill mix based on fluctuating workload and work projections.

(iii) The Offeror shall describe their proposed approach to accommodating fluctuations in workload among the various GRC facilities through cross-utilization and mobility of personnel. Both short term and long term issues should be addressed.

(iv) The Offeror shall describe their proposed approach to attracting, recruiting, training and retaining highly qualified personnel with the critical or unique skills required to perform the work described in the SOW.

(v) The Offeror shall describe their proposed plan for providing management, administrative, business, human capital and other support to the contracted effort.

(vi) The Offeror shall submit a Total Compensation Plan for employees not listed in attachment L, i.e. Project Manager, HR manager, etc., in accordance with NASA

FAR Supplement 1852.231-71, Determination of Compensation Reasonableness, which sets forth salary ranges and fringe benefits proposed for employees (Prime and Subcontractor). The Offeror shall also describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541). If published salaries are used, provide references. In addition, the Offeror's approach to establishing employee performance standards, maintaining employee performance at those standards and incentivizing employee performance shall be described.

a) In establishing compensation levels for professional employees, the total compensation (both salary and benefits package) proposed shall reflect a clear understanding of the local employment market.

b) Provide policies relative to employee compensation such as: vacations, severance pay, holidays, overtime and shift differentials, sick leave, Federal Family Leave Act, bonus plans, life insurance, medical/dental insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time.

d. Procurements

In performing the work described in the SOW, the contractor is expected to purchase a wide variety of material, parts, tools, equipment (including safety and health equipment) and supplies. See attachment G for additional detail on typical types and quantities of purchases. The contractor shall describe their procurement system structure, policies, procedures and techniques proposed to effectively provide supplies, parts, tools, materials and equipment associated with the contract. The Offeror shall address, at a minimum:

(i) Criteria for evaluation and selection of suppliers

(ii) Approach to ensuring appropriate competition

(iii) Approach to balancing between quality, schedule, and price

(iv) Approach to handling volume expected

(v) Approach to verification of purchased products

e. Phase-In Plan

Offerors shall submit a plan for Phase-In activities. The plan shall describe the Offeror's proposed approach to assuming full contract responsibility within 60 days of contract award while maintaining continuity of services and a smooth transition with the incumbent contractor during the phase-In period, with minimum disruption to on-going projects. The plan shall address, at a minimum:

(i) A proposed schedule of Phase-in activities to be completed by the Offeror

(ii) Key Personnel or other personnel (by title), their qualifications and their availability, that will be responsible for Phase-In activities.

(iii) Specific risks associated with Phase-in and mitigation strategies.

(iv) The Offeror's estimate and rationale for retention of incumbent contractor's employees and the skills associated with those employees.

(v) Training and orientation of new personnel.

2. **Technical Plan (Subfactor)**

a) Technical Approach

The Offeror shall provide a Technical Plan which describes their approach for meeting the technical requirements of the Statement of Work (SOW), which demonstrates their understanding of the requirements. Restating the SOW does not imply understanding. The Offeror's Technical Plan shall contain information specific to each of the performance areas (Facilities, Manufacturing, LDE, PBS Institution) in the SOW, Section 2, and shall address all of the following:

(i) Approach to dealing with simultaneous, multiple activities in several test facilities at different phases of planning, preparation, operation and post-test operation.

(ii) Approach to ensuring proper maintenance of assigned facilities and infrastructure consistent with NASA policies.

(iii) Approach to supporting multiple diverse organizations at GRC in accomplishing the broad range of tasks described in the SOW.

(iv) Ability to identify and address the risks and challenges associated with the complex, unique test facilities and operations at GRC

(v) Approach to providing institutional services at Plum Brook Station

(vi) Approach to providing manufacturing support and services

(vii) Ability to develop and refine user or customer requirements.

b) Safety, Health, and Environmental Plan

The Offeror shall provide a Safety, Health, and Environmental Management plan at a high overview level. This overview is in addition to the HASP required 30 days after contract award. The overview will be included in the Mission Suitability page count. At a minimum, the overview shall include:

(i) Practices, policies, techniques and approaches to ensure a safe working environment as well as the safety, health, and well-being for the Contractor's employees, NASA Civil Servants, the Contractor's sub-contractors, and other Support Service Contractor Employees, as well as property and equipment, while working on NASA grounds.

(ii) Approach to incorporating local, state, and federal (including NASA) regulations into operations and the approach to assess and mitigate risk as it relates to Safety and Health.

(iii) Approach to assessing and mitigating hazards associated with the work under this contract.

c) Sample Tasks

The Offeror shall provide a response to each of the Sample Tasks described below that includes both the narrative approach and any assumptions made.

(i) Emergency Trouble Call Sample Task

At 2:00 a.m., the Plum Brook Security Office reports a visual sighting of water breaching the asphalt pavement on a roadway in front of the Space Power Facility (SPF). It is determined that the problem is due to the failure of an 8 inch diameter domestic water main.

Element A: Discuss the steps, technical or otherwise, for responding to the emergency trouble call, repairing the leak, and restoring the water main and the site to its original condition. Describe the management and business practices, safety and health procedures, technical coordination, and all other elements required to respond effectively to the trouble call up to and including the close-out of the work and return to normal operations.

(ii) Manufacturing Sample Task

Manufacturing has received a request for in-house only manufacturing and assembly of space flight hardware. The requester has limited funding, a tight schedule, and therefore rules out manufacturing a pathfinder engineering model. Due to the tight schedule and limited availability of certified raw material, all parts must be correctly machined the first time.

Element A: Discuss the steps, technical or otherwise, which can or should be taken to minimize risk in the machining process.

Element B: If a machining error occurs resulting in a non-conforming part, what steps can or should be taken to address the condition of the part, and what should be the forward plan to remediate the situation?

Element C: If it is determined that a part containing errors cannot be reworked, repaired or used as is, what can be done from the manufacturing perspective to quickly recover and remake the part in a timely manner?

Element D: Discuss processes related to the traceability, storage, and handling of all parts, including those that do not meet the requirements.

(iii) Test Facility Resources Sample Task

Background:

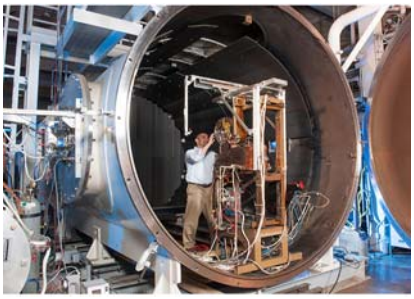
The unpredictable and dynamic nature of facility test work performed by GRC requires a delicate balancing of resources. Multiple customers are concerned that their work will be completed safely, on-time, within budget and be technically correct. Throughout GRC, the combined civil servant and contractor workforce is not sized to fully staff all facilities at all times. Given that the available workforce will be spread across a large number of facilities, a work plan is established every six months with the goal of matching funded work to the engineering and technician staff. This work plan represents the “best guess” forecast for the next

six months. However, funded work is not constant across the six month time period; there are peaks and valleys with regards to the level of effort required to accomplish each task.

Problem Scenario:

The latest six month work plan includes an improvement project, funded by NASA's Aeronautics Test Program (ATP), which will increase the capability of a highly utilized facility. The work must be completed within the next three months in order to avoid impacting a planned test for a high priority, repeat customer. In addition, meeting the schedule is critical in honoring the subsequent commitments on the facility schedule. The task, involving a relatively large crew of engineers and technicians, has been well-planned and staffed for many months.

In another large test facility, an unplanned request was made by NASA's Electric Propulsion Space (NEPS) project to add an additional, extensive test sequence to their ongoing, already aggressive test matrix. Testing is to be completed within the next three months. This would require extra support which was not included in the original six month work plan. The results from the additional testing would likely bring more work to the center in the near future. At first glance, it appears that some, but not all, of the skills required to support the new NEPS test sequence are similar to those required to complete the ATP facility improvement project. NEPS considers their work to have priority and is willing to fund the additional work associated with the new test sequence.



GRC is committed to meeting both ATP and NEPS requirements.

Element A: Discuss the management approach to meeting both test facility milestones.

Element B: Discuss the risks associated with the proposed approach and how these risks can be mitigated.

(End of Provision)

L.26 PREPARATION OF VOLUME II – RELEVANT EXPERIENCE AND PAST PERFORMANCE

A. Content Guidelines - The proposal shall contain overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work.

However, for newly formed businesses having little or no experience as the new business entity, submit the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s). Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the offeror's performance under a contract resulting from this solicitation.

The Offeror shall submit past performance information in the following format and sequence to include all information prescribed below for the Offeror and for each entity that is a part of the proposed team (teaming arrangements and major subcontractor(s) associated with this offer, etc.). Major subcontractors are defined as subcontracts valued and/or teaming arrangements whose effort on this acquisition is projected to be **$40M** or more over the life of the contract, including options.

B. List of Contracts – The offeror shall include a table depicting a list of contracts that the offeror, as well as any significant entity that is part of the proposed team (teaming arrangements and major subcontractor(s) associated with the offer, etc.) has held within the past three (3) years for requirements that are similar in size, work content, and complexity to the requirements of this solicitation. A “Major Subcontractor” includes, but not limited to, those subcontractors whose effort on this acquisition is projected to be **$40M** or more over the life of the contract. Past Performance references may include those entered into by the Federal Government, agencies of state and local governments, and commercial (private) customers. The list shall contain the following information (within the page limits established in Section L):

- Contract Title
- Contract Number
- Contract Type
- Contract Period of Performance (beginning and ending dates)
- Contract Value (original value, present or final value if completed)
- Indicate if company was the prime or subcontractor
- Description of contract work content, mapped to the Performance Work Statement in this RFP where applicable.
- Contracting Agency, Points of Contact (POC) in the program and contracting offices, including accurate telephone numbers and e-mail addresses

The Offeror shall also provide a generic release letter (within the Past Performance Volume Page Limitation) that can be used, if necessary, giving NASA authorization to discuss the offeror’s past performance information with companies listed in its Contract List or otherwise identified during the course of the evaluation. Also include a written consent of proposed subcontractors to allow NASA to discuss the subcontractors' past performance with the offeror.

C. In addition, Offerors shall submit previously completed past performance reports (e.g. CPAR/NASA Form 1680 or equivalent) for its company within the past three (3) years for those relevant contracts provided in the List of Contracts (See B above). These reports are excluded from the page count for Volume II.

D. Past Performance Questionnaires – Attached to the RFP is a Past Performance Questionnaire (to be used as part of the past performance evaluation) and a sample cover letter to be used with the questionnaire. Offerors shall be responsible to complete the contract identifying information (Section I) of the questionnaire for each of the contracts identified. The Offeror shall then send the questionnaire and cover letter to the appropriate POC (most likely the Program Manager, COTR, and/or CO). The questionnaires will be completed by the POC (not the offeror) and returned directly to the NASA POC identified in Past Performance Form Letter and Past Performance Questionnaire. The responses received will be used as part of the Government’s evaluation of past performance. Offerors are responsible to ensure responses are received by

the date listed in the solicitation. Selected references must return or email this questionnaire within the timeframe specified in this solicitation to the address or email address provided on the questionnaire. In addition, the government may choose additional contracts and have a questionnaire filled out by the respective POC.

The offeror shall request past performance questionnaire information on no more than three (3) previous or current contracts and no more than three (3) for each proposed major subcontractor. The Offeror shall annotate in the table above those contracts where questionnaires have been requested. The burden for providing up-to-date POC information rests with the offeror. The government will not seek out corrections to incomplete or insufficient information on behalf of offerors. Unverifiable information will not be considered in past performance assessment. Offerors are responsible to provide the Past Performance questionnaire directly to the points of contacts listed above.

E. For contracts where questionnaires have been requested by the offeror, the offeror shall describe in this volume its past performance on recent contracts (performed within the last three (3) years) similar in size, content, and complexity to requirements of this RFP. The Offeror shall specifically describe how the respective contract is similar in size, content, and complexity to the TFOME-II Contract requirements. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable. Discuss the relevant contract technical requirements, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution and overall performance. The Offeror shall discuss its overall accomplishments and performance under the contracts described above. The discussion shall include any major technical problems and how they were overcome. The Offeror may submit additional information at its discretion (within the page limits established in Section L) if it considers such information necessary to establish a record of relevant performance.

F. Other Past Performance Information - NASA may contact other references, aside from those provided by offerors and their proposed significant subcontractors, and may consider their comments during the source selection process. While NASA may elect to consider data obtained from all other sources, including Government past performance databases, offerors retain the burden of providing pertinent references that NASA can readily contact, and for presenting information establishing the pertinence of their experience to NASA's requirements under this RFP.

G. Relevant Experience and Past Performance Volume II shall be delivered one week prior to the final proposal submission date as specified in Block 9 of the SF33.

L.27 PREPARATION OF VOLUME III - COST PROPOSAL

There is no page limit for the cost volume. It is contemplated that a single contract will be awarded as a result of this RFP. For pricing purposes, the Offeror shall use the period of performance from May 1, 2015 to April 30, 2025, with a six month extension as required.

§ B.2	Contract Year	Fee	Mths	Period
Phase-In	Phase-In	FFP	2	60 days Prior to Full Performance Date
Base	Year 1 (CY 1)	CPFF	5	May 1, 2015 – September 30, 2015
Base	Year 2 (CY 2)	CPFF	12	October 1, 2015 – September 30, 2016
Option 1	Year 3 (CY 3)	CPFF	12	October 1, 2016 – September 30, 2017
Option 1	Year 4 (CY 4)	CPFF	12	October 1, 2017 – September 30, 2018
Option 2	Year 5 (CY 5)	CPFF	12	October 1, 2018 – September 30, 2019
Option 2	Year 6 (CY 6)	CPFF	12	October 1, 2019 – September 30, 2020
Option 3	Year 7 (CY 7)	CPFF	12	October 1, 2020 – September 30, 2021
Option 3	Year 8 (CY 8)	CPFF	12	October 1, 2021 – September 30, 2022
Option 4	Year 9 (CY 9)	CPFF	12	October 1, 2022 – September 30, 2023
Option 4	Year 10 (CY 10)	CPFF	12	October 1, 2023 – September 30, 2024
Option 5	Year 11 (CY 11)	CPFF	7	October 1, 2024 - April 30, 2025
Extension	Year 12 (CY12)	CPFF	6	May 1, 2025 – October 31, 2025

Table – Contract Period of Performance

1. Introduction

a. The intention of this solicitation is to obtain the work described herein by means of a Cost Plus Fixed Fee (CPFF). The Phase In period will be awarded as a Firm Fixed Price (FFP) contract line item.

b. The contract will be for a 17 month basic effort, four 24 month options, one 7 month option and one 6 month extension. The effort shall be priced by Contract Year (CY). (*See Table – Contract Period of Performance*)

c. The Government will pay actual costs incurred as specified in the contract. The contemplated resultant proposed price shall be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices.

d. Prospective subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals.

e. The Government assumes that adequate price competition may exist, thereby negating the need for submission of certified cost and pricing data with this proposal submission. (See FAR 15.403-1). It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness.

f. Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (See FAR 15.403-3 and 52.215-20). Additional cost information will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror's proposed approach and there are concerns that the contractor may default; and/or if only one proposal is received in response to the solicitation (See FAR 15.403-1(c)). Offerors will be advised if additional data is needed (See FAR 15.403-3).

g. The cost proposal will encompass all costs associated with the requirements of the contemplated contract and will comply with applicable FAR, NFS, and governing statutory requirements.

h. As a Cost-Reimbursement type contract, the contract is subject to the allowable,

reasonable, and allocable cost standards established in FAR Part 31. Because equitable and appropriated cost allocation is required, it is anticipated that the Offeror and subcontractors will estimate and price their proposals using their respective estimating, pricing, and accounting practices, and in accordance with their Cost Accounting Standards Disclosure Statement, if applicable. Rationale shall be provided for CAS Disclosure noncompliance variances in Part 1, Section 3.

i. An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. While these proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by their cognizant Defense Contract Audit Agency offices. Comprehensive audits of the Offeror and any of the subcontractor's proposals may occur should there be adequate reasons for undertaking the effort to ensure a fair and reasonable price to the Government. The decision to perform comprehensive audits will be made on a case-by-case basis after receipt of the proposals.

j. For cost proposal instruction purposes only, "subcontractors" shall include the definition of an Offeror's interdivisional and/or intercompany effort and if they are considered to be a "subcontractor" related effort. Major subcontractors are defined as those subcontractors having a total subcontract value equal to or greater than **$40 million** (at any tier) for the inclusive effort. Minor subcontractors are defined as those subcontractors having a value less than the required major subcontractor value and more than **$5 million** (at any tier) for the inclusive effort. Miscellaneous subcontractors are defined as those subcontractors having a value of less than $5 million (at any tier) for the inclusive effort. The definitions of Major, Minor and Miscellaneous subcontractors are for the Cost Proposal Volume only and may not have similar or equal monetary amounts as those found in the Relevant Experience and Past Performance Volume definitions.

k. In addition to hard copies, a copy of the proposal shall be prepared and submitted in "Word for Windows," Microsoft Word 2010 and / or "Excel for Windows", Microsoft Excel 2010 formats and shall be provided on quality, virus-scanned, virus-free CD-ROM disks (*Offerors based on their sole discretion may use USB "Flash" Drives in lieu of CD-ROM Disk for Volume III)*. All electronic files must be searchable and will not contain scanned documents. PDF format is acceptable for graphics and photos only. Two disks (*or USB Flash Drives)* shall be provided, one shall be marked "Backup Disk". Each electronic media provided and associated storage case shall have an external label affixed indicating: the name of the Offeror; the RFP number; date of the proposal and a list of the files contained on the electronic media and shall be marked in accordance with FAR 3.104.

l. Should there be discrepancies between an Offeror's electronic and hardcopy version of their cost proposal data, the original hard copy version takes precedence over all electronic versions of the proposal. Further, should there be discrepancies between the Offeror's Pricing Model (OPM) and the Offeror's Excel Pricing Model (EPM) data, the EPM takes precedence, should there be discrepancies between the EPM and §B.2 prices, §B.2 takes precedence. Any discrepancies between the OPM and EPM prices or EPM prices and §B.2 prices shall be clearly explained in Part 1, Section 3 of the Cost Volume. §B.2 hardcopy prices shall be interpreted as the intended price for all contract efforts.

m. Pursuant to FAR 16.304-3(a)(3), an Offeror may be awarded a cost-reimbursement type contract only if the Offeror's "accounting system is adequate for determining costs applicable to the contract." This also applies to any subcontractor that is proposed to receive a cost-reimbursement type contract. Therefore, Offeror's and

their proposed subcontractors must submit documents from the cognizant Government agency showing their accounting system is approved for tracking and separating costs for cost-reimbursement contracts. If the Offeror cannot demonstrate they have an adequate government approved accounting system before award, the contract cannot be awarded to the Offeror until such time as their accounting system has been approved by the Government.

n. Offerors who do not have an approved accounting system pursuant to FAR 16.301-3(a)3 may, based on their sole discretion, employ at no cost to the government a Certified Public Accountant (CPA) who is in good standing, who shall prepare and execute an audit program designed for the evaluation of the Offeror's accounting system pursuant to FAR 52.232-20, 52.232-21, and 52.216-16, Generally Accepted Accounting Principles and the requirements identified on Standard Form 1408. A copy of the audit program, engagement letter, final review and executed SF 1408 signed in block 3 by the auditor shall be provided with the Cost Volume in Part 1, Section 3. The Offeror shall not have DCAA currently conducting any contract audit services to be eligible for this option. (*see NFS 1815.404-2*) The information will be reviewed by the Contracting Officer for a determination of acceptability of the Offeror's accounting system applicable to this contract only if the Offeror is selected for contract award.

2. General Instructions

a. For pricing purposes, the Offeror shall use the start date of May 1, 2015. The provided cost templates are designed to accommodate a performance period of up to eleven (11) CYs. The Excel® templates have hidden columns for the CY not used.

b. All contract years' effort for the base, options, and the 6 month extension shall be priced using the provided EPM.

c. The Offeror and all major subcontractors shall provide Cost Volumes containing BOEs following the specified format as required herein.

d. The Government has provided Cost templates for completion by the Offeror and major subcontractors in Microsoft Excel format. Offerors shall submit the templates in Microsoft Excel format and shall not submit scanned versions in the electronic submittal unless specifically allowed herein.

e. The Cost volume for the Offeror and major subcontractors shall consist of four separate Parts, with each Part consisting of various Sections. Each Part and Section shall be clearly tabbed and labeled. Table L-1 outlines the structure of the four Parts and their respective Sections.

Cost Volume – Part 1. General Cost Information
Section 1 – Cover Page and Table of Contents
Section 2 – Price Summary
Section 3 – Pricing Narrative Basis of Estimate and Supporting Data (PN-BOE)
Section 4 – Financial Accounting Standards (FAS) 13 Analysis/ financial capability
Section 5 – Copies of Subcontractor Analysis
Section 6 – Systems Reviews and Status Information
Section 7 – Proposed Prime Offeror/Subcontractor Information Summary
Cost Volume – Part 2: Excel Pricing Model (EPM)
Section 8 – Workbooks 1. Phase – In (***offeror provided Excel spreadsheet***) 2. Price Template (*for the basic, five options and extension efforts by contract year)* 3. CATO
Cost Volume – Part 3: Offeror Pricing Model (Separate Binder)
Section 9 – Offeror Pricing Model (OPM)
Cost Volume – Part 4: Contractor Basis of Estimate (Separate Binder)
Section 10 – Contractor Basis of Estimate (BOE)

Table L-1

f. The cost volume shall include a table of contents for ready reference to key parts, figures, and illustrations. For convenience, the cost volume may be divided into separate binders, provided they are properly identified as such, e.g., “Volume III, Part I”, and must adhere to all other proposal format and page limitations instructions given herein. Cost Volume, Part 3 and Part 4 shall be in separate binders for ease of use during proposal evaluation. For Part 2, each of the EPM workbooks shall be clearly tabbed.

g. All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny, $xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx%.

h. A Work Year Equivalent (WYE) is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. Productive labor hours are defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, sick, holiday, etc.).

i. For proposal and estimating purposes only, the Government will provide all required facility, telecommunications, office equipment and ACES seats for contractor personnel that the Offeror chooses to be located at NASA Glenn Research Center, Lewis Field, Cleveland, OH and Plum Brook Station, Sandusky, OH up to the limits set herein.

j. Due to extreme uncertainties in forecasting future out year work load, undefined future budgets and the comprehensive nature and the scope of the base contract effort, Offerors shall assume the government will not issue IDIQ Task Orders nor shall the government exercise the H.17 Contract Value Adjustments clause when forecasting their business base for the development of labor requirements, non-labor resource requirements and indirect cost burden rates for this effort. The cost estimate for these requirements should be projected on the base contract effort only.

3. Specific Instructions

Cost Volume, Part 1 – General Cost Information

Section 1, Cover Page – The Offeror and subcontractors; in addition to a Table of Contents, shall provide the following information on the cover page of the cost proposal:

a. Solicitation number

b. Name, address, and telephone number of Offeror

c. <u>CAGE Code</u>

d. Name, title and telephone number of Offeror's point of contact

e. Type of contract, place(s) and period(s) of performance

f. The total proposed amount, stated in Cost, Fee and Total

g. Name, address, telephone and fax number of the Government cognizant contract audit office

h. Name, address, telephone and fax number of the Government cognizant contract administration office

i. Name and title of authorized representative of the company, and date of submission.

Section 2, Summary Cost Data – The Offeror shall provide a total price summary by CY year for the Phase-In, base effort, and all Options. The Price template, part of the Excel Pricing Model shall be provided by the Offeror and each Major Subcontractor.

Section 3, Pricing Narrative Basis of Estimate and Supporting Data – The Offeror and all Major Subcontractors shall provide a Pricing Narrative-Basis of Estimate (PN-BOE) for all proposed cost elements that explains in detail all pricing and estimating techniques, discloses the basis of all projections including a detailed explanation of learning curve application, rates, ratios, percentages, and cost estimating relationship factors, and explains all judgmental elements of cost projections. As a minimum, this includes, but is not limited to, the following:

a. The Offerors are required to propose realistic direct labor and labor escalation rates. Offerors shall provide adequate documentation in support of all proposed direct labor rates. Wage/salary increases shall be in compliance with any applicable union agreements, collective bargaining agreement, wage determination, etc. Offerors shall provide the latest three years of historical labor escalation for similar projects, if available. Include the rationale and methodology used for the annual escalation rate development – including escalation assumptions, sources of projections, how these rates are reflective of your prior company experience, and how they relate to your total compensation package.

b. Offerors are required to propose realistic WYE staffing. Offerors shall provide adequate documentation in support of all proposed direct labor WYE, productive labor hours and learning curve application for recurring labor.

c. Offerors are required to include in the cost narrative a discussion of the planned usage of incumbent versus new personnel for the base effort and justification for the proposed labor rates.

d. Offerors are required to include their rational for the skill levels of the proposed staff for the base effort.

e. If Offerors propose the use of uncompensated overtime, identify hours of uncompensated overtime proposed by the Offeror's labor category by CLIN and provide a summary of the total hours of uncompensated overtime by labor category and provide adequate narrative support in the PN-BOE. (*See FAR 37.115-3 and 52.237-10 -- Identification of Uncompensated Overtime*)

f. Offerors will utilize established Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Proposal (FPRP) in development of this cost proposal. For all FPRA and FPRP utilized in an Offeror's cost proposal, the Offeror is to provide a statement identifying the agreement by report number, date issued, and the issuing agency's office and phone number. A copy of the FPRA and/or FPRP is to be included (this document may be a scanned PDF file). Should an Offeror deviate from the published FPRA or FPRP, a written explanation and justification shall be included in the supporting information, stating the rationale and methodology used for the varying rate development and indicating a clear description of the projected rate. Offerors utilizing a FPRA for indirect rates shall not complete and submit an "Overhead Template (OHT)" for each FPRA proposed indirect rate, and a "General and Administrative Template (GAT)" for all of their FPRA G&A rate(s).

g. Offerors that do not have established FPRA/FPRP are required to provide a narrative rationale explaining all proposed indirect rates, any assumptions, and basis of applications, as part of this section. Additionally, Offerors shall complete and submit an "Overhead Template (OHT)" for each proposed indirect rate, and a "General and Administrative Template (GAT)" for all of their G&A rate(s). The OHT and GAT templates can found in the EPM, and shall be submitted with the EPM.

h. The Offeror and subcontractors shall propose reasonable labor rate increases and shall utilize, for labor rates not defined by a Collective Bargaining Agreement, FPRA or FPRP, the following uniform rates of change for Contract Years 7 through 11 escalation rates as provided below. Labor escalation for CY 2 through CY6 are the responsibility of the Offeror. These rates are for pricing purposes only.

Contract Year	Labor Escalation Rates
CY7 Through CY11	2.0%
Projected Wage Escalation for Contract Years 7 through 11	

Should an Offeror determine the need for a different CY7 through CY11 escalation rate a written explanation and justification shall be included in the supporting information, the rationale and methodology used for the annual escalation rate development, including escalation assumptions, sources of projections and a clear description of the projected rates.

i. The Offeror is required to propose realistic material and other direct costs. The Offeror shall provide adequate documentation in support of all Offeror proposed direct non-labor resource (NLR) items associated with their own unique understanding of the SOW, methodologies that are not associated with the Government's projected historical NLR identified in Attachment N.

j. The TFOME-II contractor may procure materials, travel, and training and other non-labor resources (NLR) that will be consumed or expended in the performance of the contract. The nature and quantity of these items would not be expected to vary with the Offeror's planned approach to performing the work. The Government anticipates that some costs may be difficult to estimate due to a lack of historical data or known future requirements. For proposal preparation and evaluation purposes only, Offerors shall include the Government estimate for NLR from

Attachment N on their ODC EPM Template. These costs are to be included in the appropriate contract year. The costs are not burdened with indirect costs nor do they include fee or profit. Offerors shall assess any indirect burden costs and profit to the Travel and Training (items 1 and 2) in accordance with their estimating methodology. The remaining NLR costs are pass-through costs for commodities to be consumed by the contractor for the Government's direct requirements and shall not be subject to any markups, such as G&A or Fee. The cost of procuring these non-burdened NLR may be subject to a Material Handling charge or require an Offeror to have additional direct labor for the procurement, stocking and handling of the items in accordance with their estimating and accounting systems.

k. The Government's NLR estimate, Attachment N is provided for costing the requirement without incorporation of any one Offeror's specific management or technical approach, it does not include an Offeror's direct (NLR) items associated with their own unique understanding of the SOW and unique methodologies. It is intended to assist the Offeror in determining the magnitude of requirements for which an estimating effort may not be available to adequately provide an accurate cost estimate.

l. Offeror unique NLR costs shall be shown as a separate line item(s) on the ODC EPM Template.

m. Incumbent Labor Demographics information, WYE's, Wage Rates, Marital Status and Medical Insurance participation for the current incumbent levels of WYEs is provided for informational purposes only. This information is not intended to address or influence an Offeror's intended methodology for contract performance. The Incumbent Labor Demographics is at Attachment M.

n. For proposal purposes only, Attachment L, Labor Classifications provide the required estimating values for WYEs by CLIN by Labor Categories. The Government anticipates that some costs may be difficult to estimate due to a lack of historical data or known future requirements. **Therefore, Offerors shall use the Attachment L WYEs by Skill Levels by CLIN to calculate their direct labor costs.** Descriptions of the Labor skill levels, education and years of experience are provided in Attachment M. Required direct labor hourly wage rates, labor indirect costs (burdens) and fee are to be assessed in accordance with an Offeror's unique estimating and proposed methodologies for the performance of the SOW.

o. WYEs are not provided for the Management Administrative CLIN in Attachment L. Offerors shall use their estimate for the required WYE's, Skill Levels and wage rates require for the Management Administrative CLIN in accordance with an Offeror's unique estimating and proposed methodologies for the performance of the SOW.

p. Government Provided Property:

1. NASA policy regarding providing Government-furnished property is reflected in Federal Acquisition Regulation Part 45. With certain exceptions, it is Government policy that contractors will furnish all property required for the performance of Government contracts. However, there are circumstances where it may be essential to contractor performance or otherwise advantageous to NASA to provide Government property to a contractor. If Government-furnished property is proposed for the performance of the effort, the Offeror shall identify and justify such property, including the needed time period of its use.

2. If the Offeror proposes to use Government production or research property on a no-charge, noninterference basis in performance of this contract, the Offeror will furnish with their proposal an authorization from the contracting officer having cognizance of such property. The Government will evaluate the inclusion of any proposed Government property and make cost proposal adjustments, where necessary, to eliminate the competitive advantage that might accrue to a contractor from the use of Government property.

q. The Offeror shall provide a description of proposed fee structure. If a fee sharing pool arrangement is proposed, include a discussion of the arrangement and the distribution of fee earned. All Offerors and Subcontractors fees shall be proposed at the maximum potential fixed fee amount.

r. The goal of the Fixed Fee structure is to assure sufficient fee is available to operate as an effective incentive to ensure excellent performance at a reasonable cost. Offerors are to select and use a Fixed Fee within the range of 4.00% to 7.00%. This fee percentage range has been set to ensure there is sufficient fee dollars to incentivize excellent performance. Proposals having a fee percentage outside of this range must include a detailed justification for the variation in the cost volume Part 1, Section 3. Offerors shall include in their cost proposal the maximum available fee dollar amount. Offerors shall discuss and justify their major subcontractor's fee/profit amounts in the cost volume Part 1, Section 3. All subcontractor fees or profit must be proposed at the maximum potential award amount. Offerors are encouraged to but are not required to use the NASA Structured Approach for determining the proposed fee (NASA Form 634 and accompanying guidelines) providing the document in their cost volume Part 1, Section 3.

s. IDIQ value shall be priced at the Maximum contract value, $25,000,000.00. The IDIQ contract value is the inclusive value accounting for all direct, indirect costs and profit. The CY IDIQ value by CLIN is as follows:

IDIQ Proposed by CLIN

CLIN	Base (17 Months)	Option 1 (24 Months)	Option 2 (24 Months)	Option 3 (24 Months)	Option 4 (24 Months)	Option 5 (7 Months)	Extension (6 Month Ext)
1 Management/Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 Fabrication	530,400	748,800	748,800	748,800	748,800	224,400	
3 Technicians	176,800	249,600	249,600	249,600	249,600	74,800	
4 Engineering	176,800	249,600	249,600	249,600	249,600	74,800	
5 Plum Brook Station	2,652,000	3,744,000	3,744,000	3,744,000	3,744,000	1,122,000	
TOTAL	$3,536,000	$4,992,000	$4,992,000	$4,992,000	$4,992,000	$1,496,000	$ -

Section 4, Financial Accounting Standard (FAS) 13 Analysis – Financial Capability

1. Prime Offerors and all Major Subcontractors shall perform and submit a FAS 13 analysis, as required by FAR 31.205-11 and FAR 31.205-36, in determining the classification of a lease as operating or capital. This applies only to proposed facilities and capital equipment. The Offeror shall also, whether it considers the lease to be operating or capital, submit the rationale therefore, with sufficient substantiation to enable the Government to conclude that the Offeror's categorization and proposed cost of the lease is correct. The Offeror should explain where these costs are included in the cost proposal elements. A negative statement shall be placed in Section 4 should an offeror not propose facilities or capital equipment.

2. Pursuant to FAR 9.104-1(a) Offerors and all Major Subcontractors shall submit information which demonstrates their financial capability to perform the contract. Acceptable information includes letters from certified United States banks indicating the total line of credit including the expended and available amounts at the time of proposal submission for the business, or the company's certified annual report. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the financial arrangement.

Section 5, Copies of Subcontractor Analysis – The Offeror and all Major Subcontractors shall perform and submit a copy of a cost and / or price analysis of their subcontractors as required by

FAR 15.404-3(b). The proposal shall provide details and a discussion on all adjustments made to the subcontractor's cost proposal, including any adjustments based on technical findings, rate adjustments, and fee adjustments. The proposal shall provide a discussion on the use, or non-use of any adjustments based on Offeror history with the subcontractor.

Section 6, Systems Reviews and Status Information

a. Offerors and their major subcontractors are to provide for their companies: (1) the current status of, (2) date of last review, and (3) name, address, and phone number of the governmental agency who performed the review for the systems listed below, and (4) the audit report number. If the review has not been performed or is not required, Offerors are required to provide a negative response. In addition to any narrative provided, the following Table shall be used to provide the required information. The following table may be resized or modified by the Offeror but the information provided shall adhere to the basic format contained in the following table:

b.

System	Status	Date of Last Review	Review Office	Report #
Contractor Estimating System Review (CESR)				
Contractor Purchasing System Review (CPR)				
Contractor Billing System Review				
Contractor Accounting System Review				
Contractor Disclosure Statement Accuracy				
Contractor Executive Compensation Review				
Determination of Cost Accounting Standards (CAS) Applicability *				
Level of CAS applicability *				

** This part does not apply to any contract with a small business concern (see 48 CFR 9903.201-1(b))*

Table: Section 6 Systems Status

Section 7, Proposed Prime Offeror/Subcontractor Information Summary – The Offerors and all Major Subcontractors shall complete and submit Table L-2, shown below:

Offerors are to fill-in the italic areas in column two with the required information

Prime Offeror/Major Subcontractor	*Identify name of the Prime Offeror or Major Subcontractor*
Title:	*TFOME-II*
Description:	*Common pool of engineering, technician and material resources to support multiple test facilities and operations at multiple locations. 2015 - 2025*
Program:	*TFOME-II*
Project:	*TFOME-II*
Period of Performance:	*The length from start date, mm/dd/yyyy to completion date of the contacted effort.*
Type of Action:	*Identify New Contract, Contract Modification, Exercise of Option, Exercise new task or delivery order, or other. If other state the nature of the type of action.*
Contract Type:	*CPFF*
Company:	*The name of the Prime Offeror or Subcontractor filing this form.*
Address:	*Full USPS street address to include suite or apartment numbers*
Performance Location:	*City and State of the principal work performance location(s)*
USPS 9 digit Zip Code	*Enter the 9 digit USPS Zip Code XXXXX-XXXX. The 9 digit Zip code is a Mandatory Requirement.*
Estimated Price with Options	*Dollar amount rounded to the nearest $1,000*
Subcontractors: ($>1M)	*List all Subcontractors to the offeror filing this form and their business size status for each subcontract worth $1 million or more for the total contract performance.*
Socioeconomic Business Subcontracting Goals:	*All socioeconomic business goals subcontracting goals both in dollars and percentage of the total value of the contract (including all options)*

Table L-2

Cost Volume, Part 2 - Excel Pricing Model (EPM)

a. To ensure a consistent evaluation among Offerors, NASA is providing two (2) Microsoft Excel® files/workbooks designed to capture proposed cost information in an automated and standardized format. The two Microsoft Excel® workbooks are shown in Table L-3 below.

Excel Pricing Model (EPM)			
#	Workbook	Excel File Name	Attachment
1	Price Summary Template	Price.xls	K
2	CAOT	CAOT.xls	O

Table L-3

b. Workbook names included in an Offeror's EPM shall begin with the company name's first three letters followed by a hyphen and the workbooks file name. Below is an example of how company "ABC" would name their Cost Volume workbooks:

Example: "ABC- Primary Pump.xls"

NOTE: The above file naming protocol is provided as an example only and may not utilize titles associated with

this procurement.

c. The Offeror shall use the cost template acronyms, shown below in Table L-4.

Template Acronyms
Cost Workbook(s)
CST - Cost Summary Template (for each work area)
LPT - Labor Pricing Template
ILCT – Indirect Labor Cost Template
ICT – Indirect Cost Template
PST - Price Summary Template (total contract value)
Support Data Workbook(s)
ILRT – Indirect Labor Rate Template
IRT- Indirect Rate Template
STRT - Summary Technical Resources Template, Subcontractor WYE
SCT - Subcontractor Cost Template
TCT - Travel Cost Template
MCT – Material Cost Template
ODCT – Other Direct Cost Template
OHT - Overhead Template
GAT - General and Administrative Template
PHCT-T - Productive Hours Conversion Template – Team
CAOT - Cognizant Audit Office Template

Table L-4

d. The EPM shall be integrated to facilitate changes to source data such as direct labor hours and / or rates, overhead and G&A rates, etc., and be sophisticated enough to compute the total impact of various changes to both cost and price. For example; the model must be able to compute the cost and price impact of increasing/decreasing the number of WYEs, or increasing/decreasing the overhead rate(s).

e. All formulas used in the EPM shall be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The EPM shall not contain any macros and/or hidden cells. Additionally, the EPM shall not be locked / protected and / or secured by passwords.

f. Selected templates may have formulas pre-populated by the Government as a courtesy. Offerors are responsible for ensuring the accuracy of these formulas and editing/correcting them as necessary.

g. Offerors can modify the EPM by adding columns and rows to fit their proposal information as necessary. The EPM contains several self-calculating cells and it shall summarize totals. Offerors should pay attention to the notes on each worksheet/tab regarding the instructions relating to formulas already provided by the Government. In general, yellow areas require Offeror input while grey areas either contain a Government provided formula or require a formula to be added by the Offeror. In selective templates, example entries are provided and

identified in red. These example entries shall be removed prior to the use of a template. Subcontractor fees are to be stated as negotiated with the prime contractor.

h. Workbooks specific instructions are as follows:

1. Price Summary Template (PST): is designed to summarize the total price (profit included) for the contract effort.

2. Cost Summary Templates 1 through 5 (CST 1 through 5): are designed to summarize the total price (profit included) for each work area. Their costs are summarized in the PST.

3. Labor Pricing Template(s) (LPT) are designed to calculate labor costs by multiplying the Offeror's labor rate by the hours for the proposed labor categories. Labor hours and direct labor costs shall equal the PST and work area CST's labor hours and direct labor costs. Productive Labor hours are as identified in the PHCT-T tab. One WYE shall equal one productive hour category per contract year.

4. Indirect Labor Cost Template (ILCT): is designed to calculate the indirect labor costs associated with the Offeror's direct labor costs by CY. CY Indirect rates are taken from the ILRT template. The ILCT costs shall equal the PST Indirect Labor Fringe and Overhead costs.

5. Indirect Labor Rate Template (ILRT): is designed to calculate the weighted indirect labor rates for the CY based on a distribution of the Offeror's fiscal year. The ILRT rates are used on the ILCT to calculate the indirect labor costs.

6. Indirect Cost Template (ICT): is designed to calculate the indirect costs associate with the non labor recourses direct costs. The ICT indirect costs are summarized on the CST template. The ICT costs shall equal the PST Indirect Labor G&A, COM and other indirect costs.

7. Indirect Rate Template (IRT): is designed to calculate the weighted indirect non labor rates for the GFY based on a distribution of the Offeror's fiscal year. The IRT rates are used on the ICT, template to calculate the indirect non labor costs.

8. Summary Technical Resources Template (STRT): summarizes a prime Offeror's and subcontractor WYE by CY. The staffing WYE should be proposed on a WYE not productive labor hours or costs.

9. Subcontractor Cost Template (SCT): identifies the major and minor subcontractor proposed costs by CY. The total Subcontractor Costs shall be the same as the amount shown on the PST template. Miscellaneous Subcontractor, inclusive contract costs less than $2 million per subcontractor, may be summarized as a single line. Subcontractor cost shall be the same amount as shown on the CST template.

10. Travel Cost Template (TCT): identifies the Offeror's travel costs by CY. The total amount shall be the same as the amount shown on the PST template.

11. Material Cost Template (MCT): material costs shall be identified by vendor, by CY. The total amount shown on this template shall equal the amount

proposed in the cost summary workbook. The total amount shown on this template shall equal the amount proposed in the PST.

12. Other Direct Cost Template (ODCT): other direct costs are identified by vendor and CY. The total amount shown on this template shall equal the amount proposed in the cost summary workbook. ODC costs shall be the same amount as shown on the PST template.

13. Overhead Template (OHT): discloses the Offeror's overhead rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to CY rates. The CY OH rates shall be the same as the ILRT template indirect rates used to calculate the Overhead costs.

14. General and Administrative (GAT): discloses the Offeror's G&A rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to CY rates. The CY GAT rates shall be the same as the IRT template indirect rates used to calculate the G&A costs

15. Productive Hours Conversion Template (PHCT-T): discloses the Offeror's and subcontractor's productive labor hours by Contract year for each labor category.

16. Cognizant Audit Office Template (CAOT): This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and proposed major subcontractors and minor subcontractors as appropriate) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for the prime Offeror, (3) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for companies, partners (in a teaming, joint venture or partnership situation) or proposed major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent. The name, location and contact information for the DCMA PACO or ACO.

i. Phase In prices shall include all costs associated with the planning for the transition and transfer of existing work, property and Offeror unique contract initiation costs incurred prior to contract execution. There is no RFP provided Phase In template provided. Offerors shall provide their own format for the Phase In FFP price, ensuring adequate information is provided to allow an understanding of the staffing and non-labor resources price.

Cost Volume Part 3 – Offeror's Pricing Model (OPM)

a. The Offeror's Pricing Model (OPM) shall be time-phased by Contract year, and separated by CLIN. Additionally, it should follow the format specified in Table 15-2 of FAR 15.408.

b. The OPM shall be true self-calculating spreadsheet files that allow for easy cost adjustments arising from changes in types, quantities, rates, factors, etc. The submission of scanned documents inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited. All documents in an OPM shall be searchable and capable of being

manipulated. These instructions, including the requirements for detailed cost and substantiation information are equally applicable to the Prime Offeror and all Major Subcontractors.

Cost Volume – Part 4 Contractor Basis of Estimate (BOE)

The Offeror and proposed major subcontractors shall submit a separate BOE part in the cost volume. The purpose of this part is to give the Government insight into the thought processes and methodologies used by the Offeror in estimating the labor skill mix by labor hours, other direct costs, etc., required for successful performance on this contract for the cost estimates. Emphasis should be placed on a description of the processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The BOE part shall be at the same CLIN/DO level as the cost proposal. The Offeror shall include a matrix allowing traceability to the Mission Suitability Volume and other pertinent parts of this Cost Volume. The information provided under this part will be used to assess the reasonableness and realism of the Offeror's estimate and will be utilized in developing the Government's most probable cost rationale.

A BOE shall address elements as follows:

a) Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.

b) Complexity factors utilized - all factors must be defined; explain the rationale for their use and basis of the factor.

c) Use of any other cost-estimating relationships to include learning curve analysis; explain the rationale for their use and basis of the factor.

d) How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s).

e) Data to support cost volume labor rates, labor hours by skill, travel requirements, and other direct costs. The BOE should explain the genesis of the labor categories including the rationale for the entire skill mix and evolved skill mix.

f) Data to support materials costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.

g) Data to support subcontractor costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.

h) Provide a list of subcontractors and an award schedule showing when the subcontract will be awarded and the start or arrival date of the subcontract effort.

i) For software explain the rationale for and estimates used for new, modified, re-used and programmer productivity.

(End of Section)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 **52.217-5 Evaluation of Options. (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 **EVALUATION APPROACH**

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Relevant Experience and Past Performance (Volume II), and Cost/Price (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government may award a contract based on the initial offers received, without discussion of such offers. Accordingly, each Offeror should submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, “Source Selection,” as supplemented by NFS Subpart 1815.3, “Source Selection.” Offerors should recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of written proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held <u>only</u> if award on the basis of initial offers is determined not to be in the Government’s best interest. If written or oral discussions are conducted, the Government will seek Final Proposal Revisions from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award will be made without subsequent discussions or negotiation.

(5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority who will select the Offeror he/she considers able to perform the contract in a manner most advantageous to the Government, all factors considered.

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Relevant Experience and Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, “Evaluation factors and significant subfactors.” Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the quality of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The Mission Suitability Factor is rated by adjective and numerically scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table.

ADJECTIVAL RATING	DEFINITION	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost and performance or technical aspects.

A key measure in assessing the Offeror's understanding of the requirement is the adequacy of the Offeror's risk analysis and the recommended approach to minimize the impact of identified risks to the overall success of the program. The Offeror's risk analysis will be used in evaluating the Mission Suitability Subfactors as an indicator of the Offeror's understanding of the requirement.

In addition, proposal risk will be evaluated with respect to cost and performance or technical issues.

(2) Relevant Experience and Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the instant acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor. It is given an adjectival rating.

(3) Cost/Price Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost/price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs.

(c) Mission Suitability Factor (Volume I). The following evaluation subfactors will be used to evaluate the Offeror's approaches to implementing the functions and specifications delineated in the Statement of Work.

INDEX OF MISSION SUITABILITY SUBFACTORS

1. Management Plan
   a. Organizational Structure and Management Approach
   b. Key Positions/Personnel
   c. Staffing Management/Skill Mix
   d. Procurements
   e. Phase-in

2. Technical Plan
   a. Technical Approach and Understanding of the SOW
   b. Safety, Health and Environmental Approach
   c. Sample Tasks

1. <u>Management Plan (Subfactor):</u>

The Offeror's Management Plan will be evaluated based on the following: organizational structure and management approach, partnering approach, key positions/personnel, staffing management/skill mix, workload fluctuations, contract management, facility and test management, cost estimating & reporting, phase-in, continuity of operations, and the Offeror's understanding of the risks and recommended approaches to minimize the impact of the identified risks.

a) <u>Organizational Structure and Management Approach:</u>

The Government will evaluate the organization structure, policies, procedures and techniques proposed to effectively manage the work associated with the contract. Consideration will be given to the Offeror's adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

(i) Organizational Structure:

a) The Offeror's organizational structure, including any teaming arrangements
b) The proposed organizational structure that shows which segments of the organization will perform the requirements under the contract and that enables efficient, simple yet effective interface between the Offeror and NASA organizations
c) Potential impact of other contractual or organizational obligations on the work under this contract and proposed mitigation strategies

(ii) Management Approach:

a) The proposed management structure, functions, and lines of authority to effectively manage the contract work effort in a mixed government/contractor team environment.

b) The policies, procedures, techniques, and reporting methods to effectively manage the contract work effort and the processes for resolving priority conflicts for resources and functions within the organization.
c) The Offeror's proposed organizational structure in relation to GRC's organizational structure.
d) Approach to delivering quality products and services that fully satisfy technical, cost and schedule requirements.
e) Approach to assessing and mitigating risks in a mixed team environment
f) Approach to respond to customer concerns and complaints regarding delivery of unsatisfactory products and services
g) Approach to scheduling, assigning, and tracking work activity from initiation to completion.
h) Approach to estimating, controlling and reporting costs (direct and indirect), preventing overruns and operating efficiently in performance of the contract requirements.
i) Unique or innovative approaches to improve program operation and to provide cost savings to the government

(iii) Management of subcontracts:

The Government will evaluate the use of contractual arrangements (e.g. subcontractors or teaming arrangements), who will perform a significant part of the work effort (greater than $40,000,000.00 over the life of the contract). Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

a) Functions of teaming arrangements in meeting the requirements of the SOW.
b) Percentage of work to be performed by the prime contractor any teaming partners, or major subcontractors
c) Interfaces to the Offeror's organizational structure.
d) Approach to cost controls for subcontract management.

(iv) Access to additional resources:

The Offeror's approach to access additional resources to accommodate potential surge and/or specialized skill requirements. The evaluation will consider the Offeror's present ability and corporate commitment to support such things as rapid staff build-up of other than key personnel and the provision of other necessary services, facilities and equipment. The procedure for gaining access to these resources and the lead time involved will be evaluated for their effect on accomplishing tasks in a timely manner. Benefits to GRC from these identified resources and their accessibility will be evaluated for potential cost, schedule and technical gains.

b) Key Positions/Personnel

The Government will evaluate the Offeror's proposed "key" personnel. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas as well as any additional information provided:

(i) The designated key positions, the rationale for designating them as key, and the position descriptions. Demonstrated commitment of all personnel designated as key.

(ii) The qualifications of the individuals selected to fill these positions as well as

the rationale for their selection.

(iii) The approach to providing backup for all key personnel and techniques and approaches to be used for replacement in the event of absences or vacancies.

c) Staffing Management / Skill Mix:

The Government will evaluate the Offeror's recruitment, staffing, and retention plans under this contract. The Offeror's understanding of the staffing levels, skill mix, levels of expertise, qualifications for positions other than key, and the effective use of the necessary work force, as demonstrated by the proposed staffing plan will be evaluated. Consideration will be given to applicability, flexibility, effectiveness, efficiency, risks and realism of assumptions in the below areas:

(i) Initial staffing plan with rationale for proposed departures from current staffing levels

(ii) Approach to adjusting the size of the workforce while maintaining an appropriate skill mix based on fluctuating workload and work projections.

(iii) Approach to accommodating fluctuations in workload among the various GRC facilities through cross-utilization and mobility of personnel.

(iv) Approach to attracting, recruiting, training and retaining highly qualified personnel

(v) The plan for providing management, administrative, business, human capital and other support to the contracted effort.

The Offeror's Total Compensation Plan will be evaluated for the effect the proposed compensation will have on recruiting and retaining of highly qualified employees

In cases where the Offeror proposes uncompensated overtime or other creative compensation and contracting techniques for professional employees, the Government will assess the reasonableness of the Offeror's proposal, its likelihood to cause degradation in the levels of performance and quality, and the potential added complexity (for the Government) in utilizing this approach as described in NFS 1852.231-71, Determination Of Compensation Reasonableness.

Failure to identify and describe the proposed benefits may be considered a weakness.

d) Procurements

The Government will evaluate the Offeror' s procurement system structure, policies, procedures and techniques proposed to effectively provide supplies, materials and equipment associated with the contract. Consideration will be given to the Offeror's adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

(i) Criteria for evaluation and selection of suppliers

(ii) Approach to ensuring appropriate competition

(iii) Approach to balancing between quality, schedule, and price

(iv) Approach to handling volume expected

(v) Approach to verification of purchased products

e) Phase-In

The Government will evaluate each Offeror's proposed 60-day Phase-In Plan. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

(i) The Offeror's approach to assuming full contract responsibility within 60 days of contract award while maintaining continuity of services and a smooth transition with the incumbent contractor during the phase-In period, with minimum disruption to on-going projects.

(ii) The qualifications, authority and commitment of transition team members

(iii) The Offeror's approach to risk identification and mitigation.

(iv) The Offeror's estimate and rationale for retention of incumbent contractor's employees and/or the skills associated with those employees.

(v) Training and orientation of new personnel.

2. <u>Technical Plan (Subfactor)</u>

a) Technical Approach

The Technical Plan will be evaluated to determine the degree to which the Offeror understands the technical requirements of the SOW. The Offeror's Technical Plan for meeting the requirements in the SOW will be evaluated with consideration for each of the performance areas in the SOW, Section 2 (Facilities, Manufacturing, LDE, PBS Institution). Restating the SOW does not imply understanding. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

(i) Approach to dealing with simultaneous, multiple activities in several test facilities at different phases of planning, preparation, operation and post-test operation.

(ii) Approach to ensuring proper maintenance of assigned facilities and infrastructure consistent with NASA policies.

(iii) Approach to supporting multiple diverse organizations at GRC in accomplishing the broad range of tasks described in the SOW.

(iv) Ability to identify and address the risks and challenges associated with the complex, unique test facilities and operations at GRC

(v) Approach to providing institutional services at Plum Brook Station

(vi) Approach to providing manufacturing support and services

(vii) Ability to develop and refine user or customer requirements.

b) Safety, Health, and Environmental

The Offeror's approach to meeting the SOW's requirement for safety, health, and environmental management at GRC will be evaluated with consideration of the adequacy, realism, effectiveness, and completeness of the information for the following:

(i) Practices, policies, techniques and approaches to ensure a safe working environment as well as the safety, health, and well-being for the Contractor's employees, NASA Civil Servants, the Contractor's sub-contractors, and other Support Service Contractor Employees, as well as property and equipment, while working on NASA grounds.

(ii) Approach to incorporating local, state, and federal (including NASA) regulations into operations and the approach to assess and mitigate risk as it relates to Safety and Health.

(iii) Approach to assessing and mitigating hazards associated with the work under this contract.

c) Sample Tasks

The Government will evaluate the Offeror's response to each Sample Task in accordance with the following:

(i) In each case the Government will look for evidence of the Offeror's understanding of the specific technical requirements that apply to each sample task and each element within the sample task.

(ii) The Government will look for evidence of the Offeror's understanding of the challenges associated with each sample task and the interrelationship that exists between technical approach, resource requirements, and safety, environmental and operational constraints likely to be encountered in the active aerospace development and test environment at GRC.

(iii) The Government will evaluate each response taking into account all the assumptions identified by the contractor. The Government will evaluate the Offeror's response in terms of realism when compared against the Government's approach (bench mark) to solve each situation.

(d) Relevant Experience and Past Performance Factor, Volume II:

The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The Offeror's recent and relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. This evaluation will include past performance of proposed major subcontractors. The evaluation will consider the Offeror's inputs and responses from references. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation. More weight will be given to recent direct experience and quality of past performance on previous contracts that are highly relevant to the effort defined in this RFP.

The confidence rating assigned to Past Performance (see below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, Government past performance databases, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating. Offerors are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on the overall evaluation.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical, schedule, cost, management, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action, may not reduce the offeror's confidence rating. However, confidence ratings will be reduced when problems were within the contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

Each of the adjective ratings below has a "performance" component and a "pertinence" component. The offeror must meet the requirements of both components to achieve a particular rating. In assessing pertinence, the Government will consider the degree of similarity in size (in dollars per year), work content, and complexity to the requirements in this solicitation, as well as the recency, and duration of the past performance with more recent and/or longer duration work being considered more pertinent.

This factor is not numerically weighted or scored. The Government will evaluate past performance and assign level of confidence ratings as set forth below:

In accordance with NFS 1815.305(a)(2) past performance shall be evaluated for each offeror using the following levels of confidence ratings:	
Very High Level of Confidence	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(e) Cost/Price Factor, Volume III:

Although the cost volume is not numerically scored nor receives an adjectival rating, it is important in determining that the Offeror understands the solicitation and the resources required. The cost factor is used to determine what the Offeror's proposal will probably cost the Government should it be selected for award.

A cost realism analysis will be conducted to ensure that a fair and reasonable price is paid by the Government and to assess the reasonableness and realism of the proposed costs. Offerors should refer to FAR 2.101(b) for a definition of 'cost realism' and to FAR 15.404-1(d) for a discussion of 'probable cost'. As noted in FAR 15.404(d)(1), the cost realism analysis

consists of ‘independently reviewing and evaluating specific elements of each Offeror’s proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror’s technical proposal’.

For purposes of source selection, and in accordance with FAR 52.217-5 ‘Evaluation of Options, the total proposed cost will be utilized. The total proposed cost consists of the Base Period plus all Options and the maximum value of the Indefinite Delivery Indefinite Quantity maximum value.

The cost evaluation will be conducted in accordance with FAR 15.305(a)(1), FAR 15.404, NFS 1815.305(a)(1)(B) and (a)(3)(B), and NFS 1815.404.

IDIQ value(s) shall be stated at the maximum for each contract year. The values shall be presented to the SSA as part of the total contract value proposed.

The status of Offeror systems and audits of such systems will be considered part of the cost evaluation. Evidence of an approved accounting system at proposal submission shall be required for the award of a flexibly price contract, (see FAR 16.304-3(a)(3)).

An evaluation of the fee rate(s) proposed shall also be conducted. The proposed fee will be reviewed for reasonableness and that it is sufficient to prevent the offeror from operating at a loss. Fee dollars will not be adjusted in a probable cost adjustment.

The results of the Government’s cost evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection decision. The results of the analyses do not provide a basis for an upward price adjustment after award.

(End of Provision)

M.3 ***WEIGHTING AND SCORING***

(a) The essential objective of the proposal process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The relative probabilities of Offerors to accomplish this will be judged by evaluation of specific factors. These factors are described in Provision M.2 (Evaluation Approach).

(b) The Mission Suitability Factor will be rated by adjective and numerically scored in accordance with the numerical system established below. The other factors (i.e., Relevant Experience and Past Performance and Cost/Price) are not similarly weighted and scored. Relevant Experience and Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made if appropriate. There are no formulae for making trade-offs or correlations between mission suitability points and probable cost dollars. The Source Selection Authority will make his/her decision on the basis of an integrated assessment of all factors. The Source Selection Authority will not be bound to accept the scores, the ratings, or any other evaluation findings, of the Source Evaluation Board (SEB).

(c) Of the evaluation factors identified above, Mission Suitability is approximately equal to Relevant Experience and Past Performance, which is approximately equal to Cost. Mission Suitability plus Relevant Experience and Past Performance, when combined, are significantly

more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

Subfactor	Assigned Weight
Technical Plan	400
Management Plan	600
Total	1000

(End of Provision)

[END OF SECTION]